

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Alexandria Division

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EDWARD JACKSON, Individually and  
on Behalf of All Others Similarly  
Situated,

Civil Case No. \_\_\_\_\_

Plaintiff,

**CLASS ACTION COMPLAINT**

v.

GENERAL MOTORS, LLC,

**DEMAND FOR JURY TRIAL**

Defendant.

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**I. INTRODUCTION**

1. Plaintiff Edward Jackson (“Plaintiff”) brings this action individually and on behalf of all similarly situated persons (“Class Members”) who purchased or leased 2010 through 2011 Chevrolet Camaro vehicles in the United States (“Class Vehicles”) that were designed, manufactured, distributed, marketed, sold and leased by defendant General Motors, LLC (“Defendant”).

2. Beginning in 2009, if not before, Defendant knew that the Class Vehicles contained one or more design and/or manufacturing defects in their airbag systems that cause the right front passenger frontal airbag to be off when an adult is seated and it should be on, such that the passenger airbag will not deploy in the event of an accident (“Airbag Defect”).

3. Indeed, Defendant became aware in 2009 that the circuit in the Class Vehicles’ passenger presence sensor (“PPS”) pad was prone to tearing and in late 2009 and/or early 2010 issued a quality alert to the seat supplier. A redesigned PPS pad was introduced around September of 2010. Unfortunately, by that time tens of thousands of

defective PPS pads had been installed in the Class Vehicles. Rather than retrofit these vehicles with the redesigned PPS sensor pad, Defendant simply looked the other way.

4. The Airbag Defect has been documented to occur under a variety of driving conditions and presents a grave safety hazard that renders the Class Vehicles unreasonably dangerous to consumers because of the impact of the Defect on passenger safety in the event of a crash. Numerous owners have reported their passenger airbag on-off indicator light displaying “OFF” when a passenger is seated in the vehicle, indicating that the airbag will not deploy in a crash. As a result, numerous owners have found it necessary to replace the right front passenger airbag sensor and/or other component parts at considerable expense. Nevertheless, Defendant has failed to notify consumers of the Airbag Defect, to offer to fix the problem, or to reimburse consumers who have incurred damages as a result of the Airbag Defect.

5. The Airbag Defect is particularly dangerous because it is not obvious to consumers, as it often triggers the illumination of warning lights which some consumers do not understand and/or notice. As a result, they unwittingly transport friends and loved ones in a front passenger seat, which lacks one of the most basic and important vehicle safety features: a fully operational frontal airbag.<sup>1</sup>

6. In addition to this obvious safety hazard, the cost to repair the Airbag Defect can be exorbitant, requiring consumers to pay hundreds, if not thousands, of dollars.

7. Plaintiff is informed and believes, and based thereon alleges, that beginning in 2010 Defendant issued Technical Service Bulletins (“TSBs”) to only its dealers concerning the Class Vehicles’ airbag systems which evidence Defendant’s knowledge of the Defect.<sup>2</sup>

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<sup>1</sup> Consumers who have filed complaints with the National Highway Traffic Safety Administration (“NHTSA”) have frequently noted that the Airbag Defect constitutes a safety issue.

<sup>2</sup> The TSBs discussed herein were not disseminated to owners and lessees of the Class Vehicles.

8. Plaintiff is informed and believes, and based thereon alleges, that despite notice of the Airbag Defect from, *inter alia*, numerous consumer complaints, warranty data, and dealership repair orders, Defendant has not recalled the Class Vehicles to repair the Airbag Defect, has not offered its customers a suitable repair or replacement free of charge, and has not offered to reimburse the Class Vehicles' current and former owners and leaseholders the costs they incurred relating to diagnosing and repairing the Airbag Defect.

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew that the Class Vehicles are defective and not fit for their intended purpose of providing consumers with safe and reliable transportation.

10. Nevertheless, Defendant actively concealed the Airbag Defect from Plaintiff and the other Class Members, and failed to disclose it to them, at the time of purchase or lease and thereafter. Had Plaintiff and Class Members known about the Airbag Defect, they would not have purchased the Class Vehicles or would have paid less for them. As a result of their reliance on Defendant's omissions and/or misrepresentations, owners and/or lessees of the Class Vehicles have suffered ascertainable loss of money, property, and/or loss in the value of their Class Vehicles.

11. Plaintiff and Class Members have experienced, or are substantially certain to experience, the Airbag Defect before the expected useful life of the Class Vehicles has run.

12. As a result of the Airbag Defect, Plaintiffs and Class Members have been harmed and have suffered actual damages.

13. Under the Transportation Recall Enhancement, Accountability and Documentation Act ("TREAD Act") and its accompanying regulations, when a manufacturer learns that a vehicle contains a safety defect it must promptly and accurately notify the vehicle owners as well as the Secretary of Transportation. 49 U.S.C. § 30118(c). Defendant violated and continues to violate the TREAD Act by failing to disclose the true nature and extent of the Airbag Defect, and by failing to offer an adequate remedy for all

manifestations of the Defect.

14. Although the Class Vehicles are 2010 and 2011 model year vehicles, they will be on the road for many years to come. The average vehicle on the road today is 11.8 years old.<sup>3</sup> Moreover, the Chevrolet Camaro is an iconic brand that has become a favorite of car enthusiasts and collectors.

15. Defendant was previously sued in May of 2016 in connection with the Airbag Defect by three California purchasers in the putative class action *Philip Bryde, et al. v. General Motors, LLC*, No. 3:16-cv-02421-WHO (N.D. Cal.). A little over a year after the Court denied Defendant's motion to dismiss, plaintiffs voluntarily dismissed the case.<sup>4</sup>

## II. PARTIES

### Plaintiff

16. Plaintiff Edward Jackson is a resident of Leesburg, Virginia. In or about January of 2012, Mr. Jackson purchased a new 2011 Chevrolet Camaro from Dudley Martin Chevrolet in Manassas, Virginia. Prior to purchasing his vehicle, Mr. Jackson spoke with the dealer sales representative about the vehicle, inspected the "Monroney" sticker posted on the side of the vehicle, and test drove the vehicle. Mr. Jackson was never informed by the dealer sales representative that the vehicle suffered from the Airbag Defect, and relied upon this fact in purchasing the vehicle. Had Mr. Jackson been informed that his vehicle suffered from the Airbag Defect, he would not have purchased it. Mr. Jackson purchased his vehicle for personal, family or household purposes. Mr. Jackson's vehicle was designed, manufactured, distributed, advertised, marketed, sold and warranted by Defendant.

17. Defendant should have required its dealers to advise purchasers and lessees

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<sup>3</sup> <https://www.usatoday.com/story/money/cars/2019/06/28/average-vehicle-age-ihs-markit/1593764001/>

<sup>4</sup> California has been carved out of the proposed nationwide class in this complaint.

of the Airbag Defect, and placed a notice of the Airbag Defect on all advertisements concerning the Class Vehicles and on the Class Vehicles themselves. Defendant should also have issued a recall notice for the Airbag Defect because of its profound safety implications.

18. In or about May of 2019, the vehicle's service airbag light illuminated. In addition, Mr. Jackson's passenger airbag on-off indicator read "OFF" when an adult passenger was seated. This meant that Mr. Jackson's passenger airbag would not deploy in the event of an accident, even if an adult was in the passenger seat and it should deploy. On November 28, 2020, Mr. Jackson visited Tedd Britt Chevrolet in Sterling, Virginia where he paid \$163.86 to have the issue diagnosed. Mr. Jackson's vehicle exhibited DTC (Diagnostic Trouble Code) B0081, and Tedd Britt recommended replacement of the PPS seat pad sensor and module at a cost of \$1,799.00. When Mr. Jackson balked at the price the service representative suggested that he purchase the parts online at gmpartsdirect.com. Mr. Jackson purchased the parts at gmpartsdirect.com at a cost of \$667.55 and had a local mechanic perform the installation for an additional \$300. Mr. Jackson's old PPS pad is part no. 92225722 and exhibits a tear in the sensor circuit where the plastic push pins/retainers are pressed into the seat frame. This is the same condition described in a TSB issued by Defendant in or about September of 2010. *See Exhibit 1 (GM Service Bulletin PI0241).* On information and belief, the PPS pad and module should last the life of the vehicle.

19. Defendant has steadfastly denied the existence of the Airbag Defect and continues to do so. In addition, Plaintiff's vehicle was out of warranty when his airbag issues arose. As a result, any further attempt to seek redress from Defendant would have been futile.

20. At all relevant times, Mr. Jackson's vehicle was driven in a foreseeable manner and the manner in which it was intended to be used. As a result of the Airbag Defect Plaintiff has been deprived the normal use and enjoyment of his vehicle due to the

danger the Defect poses to passengers.

**Defendant**

21. Defendant General Motors, LLC is a Delaware limited liability company with its principal place of business located at 300 Renaissance Center, Detroit, Michigan 48243.

22. Defendant is responsible for the design, manufacture, distribution, marketing, sale and lease of the Class Vehicles.

23. Whenever, in this Complaint, reference is made to any act, deed or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of its officers, directors, agents, employees or representatives who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

**III. JURISDICTION**

24. This is a class action.

25. This Court has jurisdiction over this action under the Class Action Fairness Act, 28 U.S.C. § 1332(d). The aggregated claims of the individual class members exceed the sum value of \$5,000,000, exclusive of interests and costs. This Court also has federal question jurisdiction over this case under 28 U.S.C. §1331 because Plaintiff's claims under the Magnuson-Moss Act arise under federal law. This Court has jurisdiction over Defendant because it has sufficient minimum contacts with Virginia, and/or otherwise intentionally avails itself of the markets within Virginia, through the promotion, sale, marketing, and distribution of its vehicles in Virginia, so as to render the exercise of jurisdiction by this Court proper and necessary.

#### **IV. VENUE**

26. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims alleged in this putative class action occurred in this District. As explained above, Plaintiff is a resident of, and purchased his Class Vehicle in, counties located within this District. On information and belief, hundreds, if not thousands, of other Class Members purchased and serviced their Class Vehicles in this District. Venue is proper in this Division because a substantial part of the events or omissions giving rise to the claims alleged in this putative class action occurred in this Division. Plaintiff is a resident of, and purchased his Class Vehicle in, counties located within this Division.

#### **V. FACTUAL ALLEGATIONS**

27. For years, Defendant has designed, manufactured, distributed, sold and leased the Class Vehicles. Upon information and belief, it has sold, directly or indirectly through dealers and other retail outlets, many thousands of Class Vehicles in Virginia and nationwide.

28. The Airbag Defect can cause the front passenger frontal airbag to fail to deploy when it otherwise should. Numerous owners have reported their passenger airbag on-off indicator light displaying “OFF” when a passenger is seated in the vehicle, indicating that the airbag will not deploy in a crash. Some owners have reported their service airbag light illuminating. As a result of the Airbag Defect, numerous owners have found it necessary to replace the right front passenger airbag sensor and/or other component parts at considerable expense. The Airbag Defect has been documented to occur under a variety of driving conditions and presents a grave safety hazard because it can cause the right front passenger frontal airbag to fail to deploy in the event of a crash, resulting in serious injury or death.

29. Plaintiff is informed and believes, and based thereon alleges, that as early as

2010, if not before, Defendant acquired its knowledge of the Airbag Defect through sources not available to Plaintiff and Class Members, including, but not limited to, pre-production testing, pre-production design failure mode and analysis data, production design failure mode and analysis data, early consumer complaints made exclusively to Defendant's network of dealers and directly to Defendant, aggregate warranty data compiled from Defendant's network of dealers, testing conducted by Defendant in response to consumer complaints, and repair order and parts data received by Defendant from Defendant's network of dealers.

30. The passenger airbag in the Class Vehicles is designed to be active when an adult is seated in the vehicle and inactive at all other times so that smaller passengers are not injured by the impact of an airbag deployment. So that occupants know whether the passenger airbag is active or not, there is an on-off indicator light within the vehicle. When the light reads "ON" this means that the airbag is active and will deploy in the event of an accident; when it reads "OFF" this means that the airbag is not active and will not deploy in the event of an accident. The PPS pad sensor within the passenger seat is used to detect whether an adult is seated, and based on that input, the on-off indicator light will read "ON" or "OFF."

31. The PPS pad for the Class Vehicles was made by Delphi Corporation ("Delphi"). In late 2009 and/or early 2010, Defendant issued a quality alert to Delphi and the seat supplier (Johnson Controls) because push-pins used to secure the PPS were prone to tearing sensor traces (*i.e.*, circuits) in the pads. On information and belief, this quality alert was issued because such a tear will cause the passenger airbag to be off when it should be on, placing the passenger in danger in the event of a crash. On or about September 30, 2010, a redesigned PPS pad was introduced into production as part no. 20972507 to prevent push-pin interference with sensor functionality. However, GM never upgraded the PPS sensor pads in vehicles produced prior to this time. Plaintiff's vehicle was manufactured before implementation of this production change, and was equipped with Defendant's

original PPS sensor pad part no. 92225722.

32. Defendant's early knowledge of the Airbag Defect is evidenced by, among other things, Defendant's issuance of multiple TSB's regarding the Defect beginning in 2009.

33. By way of example only, on or about November 12, 2009, Defendant issued TSB No. PIC5281 regarding "Intermittent SIR Light On History Codes B0079 SYM08 And/Or B0080 SYM08." This TSB states, in relevant part:

Condition/Concern:

A customer may comment the SIR light is on. The technician may find DTC [Diagnostic Trouble Code] B0079 SYM08 or B0080 SYM08 set as History Codes in the SDM [Sensing and Diagnostic Module].

Recommendation/Instructions:

These codes set due to a Driver or Passenger Seat Position Sensor invalid signal. This could be caused by a fault threshold level in the SDM programming that may be too sensitive.

If the DTCs B0079 SYM08 or B0080 SYM08 are not current codes, do not replace the Seat Position Sensors or SDM. Clear the history DTCs and return the vehicle to the customer.

If this/these DTCs are current please refer to the published Service Information for diagnostic and repair procedures.

***Engineering is aware of this concern and working toward a fix.***

34. Thus, as early as December 2009, if not earlier, Defendant's engineering department was "aware" of a problem and "working toward a fix."

35. Also, by way of example only, on or about March 23, 2010, Defendant issued TSB No. 10-09-41-001B regarding "Restraint – Airbag Readiness Light Illuminated." This TSB states, "Some customers may comment that the airbag readiness light (SIR) is illuminated" and that "When diagnosing this condition, the technician may find DTC B0079 SYM08 or DTC B0080 SYM08 stored in the SDM. This may be caused by a calibration issue with the SDM." This TSB further states, "When diagnosing the condition,

the technician may find a lack of communication with the SDM. This may be due to a logic lock up within the SDM.” This TSB indicates that it supersedes TSB No. 10-09-41-001A (which, on information and belief, is a TSB on the same or related subject issued earlier in time) and advises that the seat position sensors or the SDM should not be replaced if the DTCs are not current codes.

36. Also, by way of example only, on or about September 2010, Defendant issued TSB No. PI0241 regarding “SIR/Airbag Indicator Light On, DTCs B0074 And B0081 Set.” Exhibit 1. This TSB states, “Some customers may comment on the SIR/Airbag indicator/light on in the instrument panel cluster (IPC). Upon further investigation, the technician may find DTCs B0074 and B0081 set.” Although the TSB states immediately below not to replace the passenger presence system (PPS) module or sensing and diagnostic module (SDM) for this concern, it also states that the PPS pad may have a tear in the sensor circuit and that the PPS sensor pad should be replaced if this condition is discovered. On information and belief, this recommendation was made because such a tear will cause the passenger airbag to be off when it should be on, placing the passenger in danger in the event of a crash. B0081 is the same DTC registered by Mr. Jackson’s vehicle and his PPS pad exhibits a tear in the sensor circuit. The date of P10241 coincides with the approximate date that the redesigned PPS sensor pad was introduced into production.

37. On information and belief, Defendant issued the above TSBs to address problems being caused by the Airbag Defect. To the extent these TSBs advised dealers not to replace system components, such guidance was given notwithstanding Defendant’s knowledge of a serious safety defect that required replacement, in order to avoid the cost of doing so for free during the warranty period. Once vehicles were out of warranty, Defendant and its dealers recommended costly repairs which included the replacement of expensive system components. Indeed, NHTSA complaints reflect that Defendant’s dealers recommended costly repairs to remedy the Airbag Defect for vehicles not covered

under warranty. *See, e.g.*, NHTSA Complaint No. 10882013, *infra* (customer whose vehicle displayed codes B0081 and B0074 was told that PPS sensor needed replacement not covered under extended warranty).

38. Defendant had and has a duty to disclose the Airbag Defect and the associated repair costs to Class Vehicle owners, among other reasons, because the Defect poses an unreasonable safety hazard; because Defendant had and has exclusive knowledge and/or access to material facts about the Class Vehicles and their airbag systems that were and are not known to or reasonably discoverable by Plaintiff and other Class Members; and because Defendant has actively concealed the Airbag Defect from its customers.

39. Hundreds, if not thousands, of purchasers and lessees of the Class Vehicles have experienced the Airbag Defect. Complaints filed by consumers with the NHTSA and posted on the Internet, which on information and belief Defendant actively monitors, demonstrate that the Airbag Defect is widespread and dangerous. The complaints also demonstrate Defendant's awareness of the Defect and how dangerous it is. The following are examples of consumer complaints filed with the NHTSA:

#### **2010 Chevrolet Camaro**

- **NHTSA ID. NO. 10352939 (June 9, 2010):**<sup>5</sup> TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO 2SS. WHILE DRIVING 55 MPH THE AIR BAG WARNING LIGHT ILLUMINATED. THE DEALER INSPECTED THE VEHICLE AND ADVISED HER THAT THE VEHICLE WAS SAFE TO DRIVE OUT OF TOWN. THE DEALER WAS UNABLE TO CONFIRM IF THE AIR BAGS WOULD DEPLOY IF THE VEHICLE WAS INVOLVED IN A CRASH. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER FOUR TIMES FOR THE

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<sup>5</sup> Spelling and grammatical mistakes are as in original. The cited date is the “incident date” as reported by NHTSA, not the date the complaint was filed.

FAILURE. ON THE FOURTH VISIT, THE AIR BAG MODULAR WAS REPLACED. THE FAILURE MILEAGE WAS 5,500 AND THE CURRENT MILEAGE WAS 9,600.

- **NHTSA ID. NO. 10469423 (August 6, 2012):** MY PASSENGER SIDE AIRBAG DOES NOT RECOGNIZE WHEN I HAVE A PASSENGER THAT MEETS THE WEIGHT REQUIREMENTS, I HAVE READ SEVERAL FORUMS OF SAME PROBLEMS AND CAN'T SEEM TO GET CHEVY TO REALIZE THIS IS A MALFUNCTION AND A SAFETY ISSUE, I THINK THAT A RECALL SHOULD BE MADE AND THIS SHOULD NOT BE OWNERS EXPENSE, BUT MY LOCAL DEALER SAYS IT IS. THIS POSSES A THREAT TO MY PASSENGERS AND COULD CAUSE MALFUNCTION IN ANY OF MY AIRBAGS.
- **NHTSA ID. NO. 10558954 (December 25, 2013):** I HAVE TAKEN MY CAR INTO THE DEALERSHIP AND HAD THEM CHECK IT OUT TO SEE WHAT IS WRONG AND FOR \$100 DIAGNOSIS CHARGE. THEY TOLD ME THAT IT NEEDS A NEW PASSENGER AIRBAG SENSOR...ON THE REPAIR TICKET IT IS STATED AS DTC B0081 PASSENGER SEAT PROBLEM. I HAVE AROUND 55,000 MILES AND NO WARRANTY LEFT. RESEARCHED THIS ISSUE AND FOUND MANY TYPES OF GM CHEVY MODELS WITH THE SAME ISSUE. THIS COST SHOULD NOT BE ON THE CONSUMER AND SHOULD BE INVESTIGATED. IF YOU CAN HELP PLEASE EMAIL ME AT [XXX]
- **NHTSA ID. NO. 10572932 (July 1, 2013):** VEHICLE DISPLAYS A

"SERVICE AIRBAG" LIGHT AND MESSAGE IN THE MESSAGE DISPLAY. I WAS TOLD THAT THIS WILL LEAD TO A NON-DEPLOYABLE AIRBAG IN CASE OF AN ACCIDENT. SEVERAL PEOPLE HAVE THE SAME PROBLEM. I WAS TOLD THAT THE SENSOR IS DEFECTIVE. \*TR

- **NHTSA ID. NO. 10576272 (March 15, 2014):** AS I WAS DRIVING MY SERVICE AIRBAG LIGHT CAME ON. UNFORTUNATELY IT WAS A WEEKEND SO THE DEALERSHIP WAS CLOSED. THE NEXT MORNING I STARTED LOOKING UP RECALLS ON MY CAR. THE RESULT WAS NO RECALLS ON MY CAR BUT I FOUND HUNDREDS OF COMPLAINTS ABOUT THE SAME ISSUE I'M HAVING. I TOOK MY CONCERN TO THE CHEVY DEALER THEY DIAGNOSED MY CAR WITH A FAULTY AIRBAG SENSOR IN THE PASSENGER SIDE SEAT THE COST WAS \$800 TO REPLACE I IMMEDIATELY CALLED GM DIRECTLY AND EXPRESSED MY CONCERN. AFTER TWO DAY AND MANY PHONE CALLS TO THE MAN AT GM THAT WAS HANDLING MY CASE THEY TOLD ME THEY COULDN'T HELP ME. THIS IS FAULTY PRODUCT THAT IS PUT IN VEHICLES THAT WE THE CONSUMERS ARE DRIVING OUR FAMILIES AROUND IN. GM NEEDS TO GET ON THE BALL, RECALL THESE FAULTY PARTS BEFORE THERE IS A FATALITY. MY PASSENGER SIDE AIRBAG DOES NOT WORK SO I AM UNABLE TO DRIVE MY CAR WITH A PASSENGER. I AM COMPLETELY DISGUSTED WITH THE SERVICE AND THE PRODUCT GM PRODUCES. \*TR
- **NHTSA ID. NO. 10584967 (October 20, 2013):** TL\* THE CONTACT

OWNS A 2010 CHEVROLET CAMARO. THE CONTACT STATED THAT WHILE DRIVING 60 MPH, THE PASSENGER AIR BAG WARNING LAMP ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER. THE TECHNICIAN DIAGNOSED THAT THE PASSENGER SIDE SEAT AIR BAG SENSOR MAT WAS DEFECTIVE AND NEEDED TO BE REPLACED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 17,500 AND THE CURRENT MILEAGE WAS 18,000.

- NHTSA ID. NO. 10592125 (April 24, 2014): PASSENGER AIRBAG SENSOR MALFUNCTION. SEEMS LIKE MULTIPLE PEOPLE HAVE HAD THIS ISSUE. SHOULD BE A SAFETY RECALL. I HAD TO PAY OVER \$800 TO REPAIR AT DEALERSHIP. \*JS
- NHTSA ID. NO. 10596834 (February 3, 2014): A ELECTRICAL FUSE SHORT HAS CAUSED THE PASSENGER AIRBAG TO NO LONGER ACTIVATE/ TURN ON WHEN A PASSENGER IS IN THE FRONT SEAT. THUS, WHEN A PASSENGER IS IN THE SEAT, THE AIR BAG WILL NOT DEPLOY. BOTH THE FUSE AND THE MODULE ARE REQUIRED TO BE REPLACED. NO DAMAGE OR CHANGE WAS DONE TO THE VEHICLE TO CAUSE THE SHORTAGE IN THE ELECTRICAL SYSTEM. \*TR
- NHTSA ID. NO. 10598230 (October 4, 2013): WITH NO ONE SITTING IN THE PASSENGER SEAT, I TURNED THE CAR ON AND THE PASSENGER AIRBAG LIGHT FLASHED ON AND OFF. THE

DRIVERS PANEL AIRBAG LIGHT WAS FLASHING. IT WOULD GO OFF WITH SOME TURNS OFF THE CAR. LEFT OR RIGHT DIDN'T MATTER. THIS WENT ON FOR A FEW MONTHS. IF SOMEONE SAT IN THE SEAT THEY WOULD HAVE TO MOVE AROUND FOR THE SENSOR TO PICK UP THEY WERE IN THE SEAT. THE AIRBAG LIGHT IN THE DRIVERS PANEL EVENTUALLY STAYED A SOLID LIGHT AND NO LONGER FLASHED. \*JS

- **NHTSA ID. NO. 10604413 (August 14, 2012):** AIR BAG LIGHT CAME ON AND WILL NOT GO OFF; I HAVE SEEN SEVERAL REPORTS ONLINE OF OTHERS HAVING THE SAME PROBLEM. \*TR
- **NHTSA ID. NO. 10611103 (June 25, 2014):** AIR BAG LIGHT STAYS ON AND I'M THINKING THAT THE AIR BAGS DO NOT DEPLOY WHEN NEEDED. ON STAR SENT ME AN E:MAIL STATING THAT IT NEEDS TO BE FIXED. IS IT A RECALL AS I DO NOT HAVE MONEY FOR FIXING IT AS I AM PUTTING MY GRANDDAUGHTER THROUGH COLLEGE AND SHE USES THE CAR EVERYDAY. HELP! \*TR
- **NHTSA ID. NO. 10610877 (June 2, 2014):** THE PROBLEM STARTED OUT WITH THE "SERVICE AIRBAG" WARNING DISPLAYING ON THE INFORMATION SCREEN ON THE DASH AND THE AIRBAG WARNING LIGHT COMING ON WHEN I HAD A PASSENGER IN THE VEHICLE. ACCORDING TO THE ON/OFF LIGHT ON THE DOME LIGHT THE PASSENGER BAG IS OFF WHEN THIS WARNING COMES ON. OVER THE PAST MONTH IT HAS GOTTEN WORSE AND IT PROGRESSED TO JUST HAVING THE WARNING GO OFF ALL

THE TIME NOW, EVEN WHEN I DONT HAVE A PASSENGER. I HAVE NOTICED THAT THIS IS A RECURRING PROBLEM WITH THE 2010 MODEL AIRBAG SENSORS GOING BAD. I HAVE SEEN MANY BLOGS THAT PEOPLE ARE HAVING THE SAME ISSUE WITH THEIR AIRBAG SENSOR. I HAVE EVEN READ THAT THIS FIX COSTS OVER \$800 TO THE CONSUMER. SINCE THIS IS A SAFETY ISSUE AND THIS WILL RESULT IN A FAILURE OF THE AIRBAGS IN THE EVENT OF A CRASH AND MOST LIKELY DEATHS, I FEEL THAT GM SHOULD BE RESPONSIBLE FOR PUTTING A SUBSTANDARD PART INTO THEIR SAFETY EQUIPMENT AND FIX THE PROBLEM.

WHEN YOU PUT INTO PERSPECTIVE HOW LITTLE USE THE PASSENGER SEAT GETS, BECAUSE I ONLY HAVE A PASSENGER IN THE CAR FOR MAYBE 5-10% OF THE TIME. SO THAT MEANS THAT I HAVE ONLY HAD SOMEONE IN THAT SEAT FOR ONLY 2500-5000 MILES. THAT AIRBAG SENSOR HAS HAD VERY LITTLE USE AND IT WENT BAD ALREADY. I FEAR THAT NONE OF THE AIRBAGS WILL DEPLOY IN THE EVENT OF A CRASH, OR EVEN WORSE DEPLOY WHILE DRIVING AND THEN CAUSING AN ACCIDENT. \*TR

- **NHTSA ID. NO. 10614729 (April 26, 2014):** THE AIRBAG LIGHT CAME ON IN MY CAMARO INDICATING THAT THERE WAS SOMETHING WRONG WITH THE PASSENGER SIDE AIRBAG. I TOOK IT TO THE JIM ELLIS CHEVROLET DEALERSHIP ON PEACHTREE INDUSTRIAL BLVD IN ATLANTA, GA AND THEY INFORMED ME THAT THE SEAT SENSOR THAT DETERMINES IF

THE PASSENGER SIDE AIRBAG IS ON OR NOT HAD DETERIORATED AND NEEDED TO BE REPLACED. THE RISK I RAN WAS THE AIRBAG NOT DEPLOYING IN THE EVENT OF AN ACCIDENT OR THE AIRBAG DEPLOYING AT A TIME THAT I DIDN'T WANT IT TO. MY WARRANTY HAD JUST EXPIRED THE YEAR BEFORE WHICH MEANS I WOULD HAVE TO PAY THE FULL PRICE. THIS FIX COST ME OVER \$800 AND I DO NOT APPRECIATE HAVING TO SPEND THIS KIND OF MONEY ON A STANDARD FEATURE OF A VEHICLE THAT IS NOT SUPPOSE TO MALFUNCTION, ESPECIALLY THIS EARLY IN THE VEHICLE'S LIFE. IT HAS OCCURRED TO ME THAT THIS HAS BEEN A RECURRING PROBLEM AMONGST CAMAROS BETWEEN 2009 AND 2012. I BELIEVE I SPEAK FOR MOST CONSUMERS WHEN I SAY THAT WE HOLD GENERAL MOTORS AT A HIGHER STANDARD THAN THIS AND THAT WE SHOULD NOT HAVE TO DEAL WITH THESE KINDS OF PROBLEMS IN OUR VEHICLES ESPECIALLY WITHIN THE FIRST 65,000 MILES OF IT'S LIFE. I WOULD APPRECIATE IT IF GENERAL MOTORS REIMBURSED ME THIS \$800 SINCE I THIS IS A PROBLEM I SHOULD NOT HAVE HAD TO DEAL WITH THIS SOON IN THE VEHICLES LIFETIME. I LIKE DRIVING MY CAMARO AND I WOULD LIKE TO CONTINUE TO DRIVE IT SAFELY WITHOUT BEING HINDERED BY MAJOR REPAIR COSTS. THANK YOU FOR YOUR CONSIDERATION. \*TR

- NHTSA ID. NO. 10615757 (July 10, 2012): I HAVE A DISPLAY ON DASHBOARD THAT SAID SERVICE AIR BAG, I WENT TO THE DEALER AND THEY TOLD ME I HAD TO PAY 900 DOLLAR FOR AN

AIRBAG SENSOR ON THE PASSENGER SIDE. I'M THE ONLY DRIVER FOR THE CAR AND IS RARE WHEN I HAVE A PASSENGER. I HEARD OTHER PEOPLE HAVING THE SAME ISSUES. \*TR

- **NHTSA ID. NO. 10627568 (August 2, 2014):** I OWN A 2010 CAMARO WITH 65,000 MILES. THE PASSENGER AIR BAG SYSTEM STARTED SHUTTING OFF AND ON RANDOMLY WITH A PASSENGER IN THE SEAT APPROX. 2 WEEKS AGO WHILE ON A WEEKEND TRIP. I HAVE TAKEN THE CAR TO MY DEALER AND CONTACTED GM COMPLAINT CENTER ON THIS SAFETY ISSUE. IT WAS DIAGNOSED AS THE PASSENGER SEAT SENSOR PAD AS THE CAUSE. THEY OFFERED TO REPLACE AND COVER LABOR BUT NOT THE COST OF PART \$311. MY VEHICLE HAS 65000 MILES ON IT I PURCHASE IT NEW AND THE PASSENGER SEAT HAS NOT BEEN USED MUCH AT ALL. MY CONCERN IS THERE ARE OTHER COMPLAINTS ON THIS SAME ISSUE OBVIOUSLY THERE IS A PROBLEM WITH THE SEAT PAD SENSOR. THE PAD ITSELF COVERS THE ENTIRE SEAT BOTTOM MADE OF THIN PLASTIC WITH SENSORS BETWEEN THE PLASTIC. I HAVE A CONCERN ABOUT THE RELIABILITY OF THE AIR BAG SYSTEM EVEN AFTER THE PAD IS REPLACED. VEHICLES ARE ENGINEERED TO BE SAFE USING SEAT BELTS AND AIR BAGS TOGETHER BUT THEY MUST FUNCTION TO DO SO. I HOPE GM STEPS UP AND LOOKS INTO THIS SAFETY ISSUE BEFORE THERE IS A FAILURE THAT CONTRIBUTES TO AN INJURY OR DEATH. I WILL HAVE IT REPAIRED BUT MY CONFIDENCE IS LOW ON THE DEPENDABILITY OF THE AIR BAG SYSTEM IN MY CAMARO! \*TR

- **NHTSA ID. NO. 10641601 (August 29, 2014):** AIRBAG WARNING FIRST STARTED APPEARING ON THE CAR. NOW IS OFF AND ON CONTINUOUSLY REPORTING. WHY IS A RELATIVELY COMMON FAULT ON SUCH AN IMPORTANT SAFETY COMPONENT NOT A RECALL? \*TR
- **NHTSA ID. NO. 10652240 (September 8, 2014):** FOR THE PASSED FEW MONTH I'VE NOTICE MY PASSENGER AIRBAG SENSOR HASN'T BEEN WORKING RIGHT, BUT NEVER THOUGHT ANYTHING MAJOR ABOUT IT. I DON'T HAVE A LOT OF PEOPLE IN MY PASSENGER SEAT SO IT WASN'T A PROBLEM AT FIRST. NOW IT'S BECOME ANNOYING AND MAKE ME FEEL BAD ABOUT MY CAR. I JUST TOOK TO THE DEALERSHIP AND THEY TOLD ME WHAT I ALREADY KNEW THAT THE MODULE HAS A DEFECT. \*TR
- **NHTSA ID. NO. 10659499 (September 1, 2014):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE CONTACT STATED THAT WHEN AN OCCUPANT WAS SEATED IN THE FRONT PASSENGER SEAT, THE SERVICE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER WHO DIAGNOSED THAT THE SEAT SENSOR NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 54,000.
- **NHTSA ID. NO. 10717134 (October 1, 2014):** TL\* THE CONTACT

OWNS A 2010 CHEVROLET CAMARO. THE CONTACT STATED THAT THE PASSENGER SIDE AIR BAG FAILED TO ILLUMINATE WHEN THE SEAT WAS OCCUPIED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE SEAT OCCUPANT MAT SENSOR FAILED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 28,000. UPDATED 8/10/15\*CN

THE CONSUMER STATED THE MANUFACTURER OFFERED TO ASSIST WITH LESS THAN HALF OF THE COST FOR REPAIRS. THE CONSUMER DECLINED THE OFFER STATING THE MANUFACTURER SHOULD PAY IN FULL. THE MANUFACTURER REFUSED TO PAY IN FULL DUE TO THE VEHICLE BEING OUT OF WARRANTY. UPDATED 10/1/2015\*JS

- NHTSA ID. NO. 10663259 (December 7, 2014): SERVICE AIR BAG WARNING LIGHT COMES ON AND GOES OFF WHILE DRIVING. CALLED SERVICE DEPARTMENT THEY SAID MAKE SURE NOTHING IS UNDER SEATS THAT COULD OBSTRUCT THE SEAT SENSORS. CHECKED NOTHING THERE. LIGHT STILL ON. SERVICE DEPARTMENT SAID IT WOULD MAKE AIR BAGS INOPERABLE, WOULDN'T DEPLOY AIR BAGS. IN CASE OF ACCIDENT. IS IT NORMAL TO SERVICE AIR BAGS AT A CERTAIN MILEAGE POINT. I AM FINDING ONLINE MANY OF THE CAMARO'S SEEM TO BE HAVING THE SAME PROBLEMS I AM. I DON'T WANT TO BE DRIVING WHEN THEY DECIDE TO GO OFF . \*TR

- **NHTSA ID. NO. 10668883 (December 12, 2014):** MY SERVICE AIR BAG LIGHT CAME ON SO I TOOK IT TO THE DEALERSHIP TO GET IT LOOKED AT. THEY TOLD ME IT IS JUST A SENSOR AND YOU NEED TO PAY \$900 FOR US TO FIX IT. I DON'T HAVE \$900. ABOUT A MONTH LATER I NOTICE MY DASH ON THE PASSENGER SIDE STARTING TO CRACK A BIT AND THEN A FEW WEEKS LATER A SEE MY DASH IS NOW STARTING TO BULGE AND IT HAS A OUTLINE WHERE MY AIR BAG IS. I AM TERRIFIED THAT IT IS GOING TO DEPLOY WHILE I'M DRIVING AND MY WIFE OR A CHILD IS IN THE SEAT WHEN IT BLOWS. I HAVE READ NUMEROUS BLOGS CONCERNING THE EXACT SAME ISSUE WITH THE AIR BAGS AND I CAN'T FIGURE OUT WHY THIS IS NOT ALREADY A RECALL ISSUE. \*TR
- **NHTSA ID. NO. 10693870 (February 2, 2015):** DRIVING DOWN THE HIGHWAY AND THE AIRBAG SENSOR CAME ON. IT GOES ON/OFF AT WILL. IT APPEARS AFTER READING OTHER POST, THAT THIS IS A FAULTY SENSOR IN THE SEAT AND THE DEALERS KNOW ABOUT IT. WHY HASN'T THERE BEEN A RECALL? I AM NOT SURE IF AIRBAG WILL DEPLOY ACCIDENTALLY OR IF IT WON'T DEPLOY DURING AN ACCIDENT. EITHER WAY, IF SOMEONE IS SITTING IN THE PASSENGER'S SEAT, THEY ARE SURE THE GET INJURED. \*TR
- **NHTSA ID. NO. 10700801 (February 25, 2015):** 2/25/15 - (CAMARO 2010 SS2, AUTO) UPON STARTUP THE "CHECK AIRBAG " ALARM

SOUNDED AND DISPLAYED FOR ABOUT 5-8 SECONDS, AND THEN NORMALIZED. I DROVE ABOUT TOWN 15-20 MILES WITH NO FURTHER INCIDENT. 3/3/15 - WHILE DRIVING UNTO CITY STREET, THE "CHECK AIRBAG" ALARM SOUNDED AND FLASHED A MOMENTARY NOTICE TO HAVE AIRBAG SERVICED. I DROVE ABOUT 350 MILES, STOPPING AND STARTING AT VARIOUS TIMES WITHOUT FURTHER INCIDENCE. 3/14/15 - WHILE DRIVING ON CITY STREET (ABOUT 2 MILES FROM HOME), THE SAME OCCURRENCE AS ABOVE WAS NOTED. I KEEP MY CAMARO SPOTLESS AND MOSTLY IN THE GARAGE. I'VE DISMISSED THESE INCIDENTS, BUT AFTER READING OTHER REPORTS OF SIMILAR RESPONSES, I FEEL COMPELLED TO MAKE OFFICIAL NOTE THEREOF. \*TR

- NHTSA ID. NO. 10701448 (January 14, 2015): AIR BAG SENSOR BEGAN GOING OFF ON MY 2010 CAMARO ABOUT 2 MONTHS AGO. I TOOK CAR TO DEALERSHIP AND THEY SAID IT WOULD COST ALMOST \$1000 TO REPLACE THE SENSOR. THEY COULD NOT TELL ME WHICH AIRBAG SENSOR WAS DEFECTIVE. THEY ALSO COULD NOT TELL ME IF THE AIR BAG WOULD DEPLOY IF VEHICLE IS HIT.
  
- THEY DID LOOK FOR AIR BAG RECALLS AND FOUND NONE; HOWEVER, THE FACT THAT THEY COULD NOT DETERMINE IF THEY AIR BAGS WOULD DEPLOY IS A SERIOUS SAFETY ISSUE THAT I AM ASKING YOU TO LOOK INTO. A CAR THIS NEW SHOULD NOT BE HAVING ANY SAFETY ISSUES. ALL SERVICE ON

THE VEHICLE HAS BEEN PERFORMED AT THE GM DEALERSHIP WHERE IT WAS PURCHASED. \*TR

- **NHTSA ID. NO. 10722770 (April 1, 2015):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE CONTACT STATED THAT THE PASSENGER SIDE AIR BAG FAILED TO ILLUMINATE WHEN THE SEAT WAS OCCUPIED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE SEAT OCCUPANT MAT SENSOR FAILED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 28,000. UPDATED 8/10/15\*CN

THE CONSUMER STATED THE MANUFACTURER OFFERED TO ASSIST WITH LESS THAN HALF OF THE COST FOR REPAIRS. THE CONSUMER DECLINED THE OFFER STATING THE MANUFACTURER SHOULD PAY IN FULL. THE MANUFACTURER REFUSED TO PAY IN FULL DUE TO THE VEHICLE BEING OUT OF WARRANTY. UPDATED 10/1/2015\*JS

- **NHTSA ID. NO. 10733806 (July 10, 2015):** AFTER DRIVING HOME FROM WORK, I PARKED MY CAR IN MY DRIVEWAY. I WENT INSIDE MY HOUSE TO GRAB SOMETHING. AFTER 3 MINUTES, I WENT BACK TO MY CAR TO START IT. ALL OF A SUDDEN THE SERVICE AIRBAG MESSAGE APPEARED. THIS HAS NEVER HAPPENED BEFORE. I RESEARCHED ONLINE AND I SAW NUMEROUS COMPLAINTS ABOUT THE 2010 CAMARO AND HOW THE AIRBAG SENSORS ARE FAULTY. I TOOK MY CAR TO THE CHEVY DEALERSHIP IN BRIDGEWATER NJ. THEY DETERMINED THAT THE SDM NEEDS TO BE REPLACED ON THE CAR. THEY ARE

GOING TO CHARGE 950 DOLLARS FOR THE REPAIR. THEY STATED THAT MY AIRBAGS DO NOT WORK. THEY ALSO STATED THAT THEY WERE UNSURE IF THE AIRBAGS COULD DEPLOY ON THEIR OWN. THIS IS CLEARLY A KNOWN ISSUE BY GM, BUT YET NO RECALL. WHY IS THERE NO RECALL ON THIS? HOW IS GM ALLOWED TO MAKE MONEY OFF THIS, FROM 800-1000 PER CAR. THIS IS CLEARLY DANGEROUS. I HAVE TO DRIVE WITH NO AIRBAGS UNTIL I CAN AFFORD THE FIX. PLEASE INVESTIGATE. CLEARLY THIS IS AN ISSUE FOR THE 2010 CAMARO.

- NHTSA ID. NO. 10762930 (August 27, 2015): TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. WHEN THE VEHICLE WAS STARTED, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE FAILURE REURRED EACH TIME THE VEHICLE WAS STARTED. THE CONTACT ALSO STATED THAT WHEN THE PASSENGER SEAT WAS OCCUPIED, THE SERVICE AIR BAG WARNING INDICATOR ILLUMINATED. THE FAILURE REURRED EACH TIME A PASSENGER WAS SEATED IN THE PASSENGER SEAT. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE SENSOR IN THE PASSENGER SEAT NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED; HOWEVER, THE DEALER DEACTIVATED THE AIR BAG ON THE PASSENGER SIDE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 21,000.
- NHTSA ID. NO. 10766825 (September 15, 2015): MY AIRBAG

SERVICE LIGHT KEEPS COMING ON. WHEN SOMEONE SITS IN THE PASSENGER SEAT, MY AIRBAG LIGHT KEEPS GOING FROM ON TO OFF WHILE SOMEONE IS SITTING IN THE SEAT. SAFETY ISSUE IS THAT IF I GET INTO AN ACCIDENT, MORE THAN LIKELY THE AIRBAG WILL NOT DEPLOY AS EXPECTED. FAULTY SENSOR OR BAD WIRING I DONT KNOW BUT I SEE THIS ISSUE IN ALOT OF CAMARO FORUMS AND ONLINE IN GENERAL.

- **NHTSA ID. NO. 10794733 (July 6, 2015):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. THE CONTACT STATED THAT WHILE PARKED, THE AIR BAG WARNING LIGHT ILLUMINATED. THE CONTACT STATED THAT THE FAILURE OCCURRED WHEN DRIVING OR PARKED ALONG WITH A CHIME. THE VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS DIAGNOSED THAT THE AIR BAG SENSOR AND MODULE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 42,600.
- **NHTSA ID. NO. 10809051 (October 1, 2015):** WHILE DRIVING AT HIGHWAY SPEED "SERVICE AIRBAGS" LIGHT CAME ON FOR NO APPARENT REASON. THIS CAR HAS NEVER BEEN IN AN ACCIDENT AND DID NOT COME IN CONTACT WITH ANYTHING. LIGHT IS STILL ON AND REPAIR "ESTIMATE" IS BETWEEN \$750.00 AND \$1500.00. CAR HAD APPROXIMATELY 32000 MILES ON THE ODOMETER WHEN THIS OCCURRED BUT BECAUSE THE CAR IS 4 YEARS OLD CHEVROLET WILL NOT WARRANTY THIS SAFETY

PROBLEM.

- **NHTSA ID. NO. 10849741 (March 14, 2016):** AIR BAG LIGHT IS ON AND WHEN TAKEN FOR SERVICE AT DON MEALEY CHEVROLET IN CLERMONT, FL THEY CHARGED \$115 FOR DIAGNOSTIC AND ASKED \$816 FOR REPLACEMENT PART AS THE AIRBAG MIGHT NOT DEPLOY IN THE EVENT OF AN ACCIDENT.
- **NHTSA ID. NO. 10854654 (April 8, 2016):** I JUST NOTICE 2 DAYS AGO THAT MY SERVICE REPAIR AIRBAG LIGHT IS ON. THE CAR HAS 37291 MILES. I HAVE SEEN THAT THIS IS AN ISSUE WITH OTHER CAMAROS ON THE INTERNET. ALSO THE CONSUMER IS PAYING FOR THESE REPAIR. WHAT IS GOING ON AND WHY SHOULD "WE" PAY FOR THIS?
- **NHTSA ID. NO. 10873011 (June 4, 2016):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. WHILE DRIVING VARIOUS SPEEDS, THE AIR BAG WARNING INDICATOR ILLUMINATED INTERMITTENTLY. THE VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS APPROXIMATELY 84,000. UPDATED 08/30/16\*LJ
- **NHTSA ID. NO. 10882013 (June 28, 2016):** CHECK AIRBAG LIGHT IS ON. CHEVROLET DEALER SERVICE DEPARTMENT INSPECTED AND FOUND CODES B0081-00 & B0074-00, NOTING THAT THE

PASSENGER PRESENCE PAD SHORTED OUT AND THAT PAD CONTROLS THE PASSENGER SIDE AIR BAG. THEY RECOMMEND TO REMOVE AND REPLACE PASSENGER PRESENCE PAD (PART #20972507). WE HAVE EXTENDED WARRANTY BUT THEY ARE STATING ANYTHING SAFETY SYSTEM RELATED IS NOT COVERED AND SHOULD BE UNDER A MANUFACTURER RECALL.

- **NHTSA ID. NO. 10936152 (September 3, 2016):** AROUND 60,000 MILES THE "CHECK AIR BAG" LIGHT CAME ON. THE PASSENGER SEAT AIR BAG COMES ON AND GOES OFF DURING TRAVEL. IF I WAS TO HAVE AN ACCIDENT WHILE THE BAG HAPPENS TO HAVE TURNED ITSELF OFF, I'M AFRAID A MUCH GREATER INJURY WILL OCCUR. DEALER SAYS ITS NOT UNDER WARRANTY AND WILL COST AROUND \$1,000 TO REPLACE THE COMPUTER BOARD IN PASSENGER SEAT. I BELIEVE THIS AFFECTS OTHER CHEVROLET MODELS AS WELL. CHEVROLET SHOULD RECALL THE CIRCUIT BOARD BEFORE THEIR CUSTOMERS ARE INJURED OR KILLED.
- **NHTSA ID. NO. 10958398 (July 1, 2016):** THE "SERVICE AIRBAG" WARNING INDICATOR TURNS ON AND OFF RANDOMLY. SOMETIMES IT STAYS ON FOR DAYS/ WEEKS, SOMETIMES IT TURNS OF FOR A FEW MINUTES. MY VEHICLE ONLY HAS ABOUT 64K MILES ON IT, AND IT STARTED HAPPENING AT ABOUT 50K. I HAVE YET HAD IT REPAIRED AS I CAN NOT AFFORD TO PAY ALMOST \$1500 TO \$1900 TO REPAIR THIS.

I AM AWARE OF A CLASS ACTION AGAINST GM FOR THIS ISSUE, AND I HOPE THE PLAINTIFFS WIN AND THE SETTLEMENT CAUSES GM TO HAVE TO RECALL ALL OF THE VEHICLES AFFECTED BY THIS TO REPAIR THE ISSUE AT NO COST TO THE OWNERS, REGARDLESS OF YEARS AND MILAGE OWNED, WHETHER OR NOT THEY WERE THE ORIGINAL OWNERNER OR NOT.

- **NHTSA ID. NO. 10967725 (March 1, 2017):** AIR BAGS WARNING ON DASH IS INDICATING A ISSUE WITH THE AIR BAG. CHEVROLET WANTS OVER A 1000 DOLLARS TO FIX. THIS IS A SAFETY ISSUE AND NEEDS GM TO STEP UP AND REPAIR. POTENTIAL INGURY DUE TO NO AIR BAG INFLATION AT CRASH
- **NHTSA ID. NO. 11000257 (June 17, 2017):** I HAD A AIR BAG SERVICE, LIGHT COME ON FOR THE PASSENGER SIDE SEAT, AFTER I PICKED MY SON UP, HE SAT DOWN PUT ON HIS SEAT BELT, THEN I GOT THE SERVICE AIR BAG ON MY DASH, AND THE LIGHT OVER THE REAR VIEW MIRROR WENT FROM ON TO OFF, AND STAYED OFF. I CALLED ONSTAR TO DO A DIAGNOSTIC TEST, AND THEY SAID YES THEIR SHOWING A TSB CODE OF BO081, AND AFTER DOING SOME ONLINE RESEARCH, I FINED THAT THIS AN ON GOING ISSUE. I HAVE CONTACTED GM CUSTOMER SERVICE, THEY TOLD ME TO CONTACT MY CHEVY DEALER, TO HAVE A DIAGNOSTIC TEST DONE, THEN CONTACT GM AGAIN, TO SEE IF THEIR GOING TO COVER THIS, BUT GM CUSTOMER SERVICE REP SAID MY CAR ISN'T UNDER WARRANTY, I LET THEM NO IT'S NOT A MATTER OF WARRANTY, IT'S A MATTER OF SAFETY AND SHOULDN'T MATTER IF IT'S A WARRANTY ISSUE, SOMETHING IS DEFECTIVE, AND GM SHOULD

FIX THIS AS A DEFECTIVE PART OR PARTS RELATED TO THE AIRBAG SYSTEM, I PLAN ON BRING IT TO THE DEALER WEDNESDAY 21 JUNE FOR THE DIAGNOSTIC TEST. WHICH WILL COST ABOUT \$150.00 DOLLARS, JUST TO FINED WHAT PART OF THE AIRBAG SYS IS DEFECTIVE, GM SHOULD FIX THIS, FOR IT IS A MATTER OF SAFETY NOT WARRANTY RELATED ISSUE.

- **NHTSA ID. NO. 11015045 (June 16, 2017):** THE AIR BAG LIGHT AND ALARM CAME ON AND OFF IN THE PASSENGER SEAT WHEN SOME ONE IS SITTING IN IT, AND THE SERVICE AIR BAG LIGHT IS ON ALL THE TIME, SO APPARENTLY THE PASSENGER AIR BAG IS NOT ON OR WILL NOT DEPLOY IN CASE OF AN ACCIDENT, SO APPARENTLY THE SENSOR IN THE SEAT IS NOT WORKING AND IN DOING SOME RESEARCH ON THIS PROBLEM I HAVE FOUND THIS TO BE A MAJOR COMPLAINT FOR THIS MODEL CAMARO AND I HEAR IT IS VERY EXPENSIVE TO FIX IF ITS FIXABLE AT ALL
- **NHTSA ID. NO. 11018933 (January 4, 2016):** SERVICE AIRBAG LIGHT IS ON. IT HAS BEEN ON SINCE CAR HAD ABOUT 38K MILES ON IT. IT IS ON AT ALL TIMES. WAS INTERMITTINGLY AT FIRST WHEN SOMEONE SAT IN PASSENGER SEAT. I KNOW THERE IS A CLASS ACTION SUIT AND I WOULD LIKE TO BE A PART OF IT.
- **NHTSA ID. NO. 11018959(August 22, 2017):** MY VEHICLE HAS 40,970 MILES ON IT AND THE PASSENGER SIDE AIR BAG SENSOR FAILED AND IT NEEDED TO BE REPLACED. I WOULD BE ABLE TO

UNDERSTAND THE DRIVER SIDE AIR BAY SENSOR FAILING WITH 40,000 MILES ON IT, BUT NOT THE PASSENGER SIDE AIR BAG SENSOR WHICH HAS LESS MILES ON IT. MY MECHANIC TOLD ME THAT THIS HAS BEEN A PROBLEM THAT CHEVY IS AWARE OF AND THAT THEY HAVE NOT MADE ANY CHANGES TO THE REPLACEMENT AIR BAG SENSORS TO CORRECT THIS DEFECT. THE SENSOR COSTS OVER \$400.00 TO REPLACE.

- **NHTSA ID. NO. 11019926 (February 1, 2011):** PASSENGER SIDE SERVICE AIR BAG LIGHT TURNS ON ANYTIME I PLACE SOMETHING ON THE PASSENGER SEAT OR WHEN SOMEONE SITS DOWN. THIS IS A MANUFACTURERS DEFECT IN THE AIRBAG OR AIRBAG SENSOR AND HAS BEEN A PROBLEM SINCE I FIRST PURCHASED THE VEHICLE. I AM CONCERNED THAT IF I HAVE AN ACCIDENT THE AIRBAGS WILL NOT DEPLOY PROPERLY.
- **NHTSA ID. NO. 11051727 (October 5, 2017):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. WHEN THE VEHICLE WAS STARTED, THE AIR BAG WARNING INDICATOR ILLUMINATED AND REMAINED LIT. THE FAILURE REURRED SEVERAL TIMES. THE DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 96,000.
- **NHTSA ID. NO. 11080088 (September 9, 2017):** PASSENGER AIRBAG WARNING LIGHT ILLUMINATES ANY TIME SOMEONE SITS IN PASSENGER SEAT OF CAR.

- **NHTSA ID. NO. 11140368 (October 13, 2018):** THE WARNING LIGHT AND MESSAGE TO "SERVICE AIRBAG" ILLUMINATES WHEN STARTING VEHICLE. THE LIGHT REMAINS ON WHETHER SOMEONE IS SEATED IN THE PASSENGER SIDE OR NOT. REPLACING THE BATTERY DID NOT SOLVE THE PROBLEM. I'M NOT SURE IF THE SYSTEM IS OPERATING CORRECTLY OR NOT.
- **NHTSA ID. NO. 11149849 (September 30, 2017):** AIR BAG WARNING LIGHT REMAINS LIT. FIRST SYMPTOMS WERE WHEN AN OCCUPANT IN THE PASSENGER SEAT SAT DOWN, AIR BAG WARNING LIGHT CAME ON. NOW IT JUST REMAINS LIT EVEN WITHOUT OCCUPANT.
- **NHTSA ID. NO. 11173417 (January 27, 2019):** SERVICE AIRBAG LIGHT ON RECENTLY PURCHASED VEHICLE. SEE CLASS ACTION SUIT FILED ON THIS AND MANY COMPLAINTS, BUT NO INVESTIGATIONS OR REACALLS. WHAT ARE MY OPTIONS?
- **NHTSA ID. NO. 11195920 (April 8, 2019):** TL\* THE CONTACT OWNS A 2010 CHEVROLET CAMARO. WHILE DRIVING, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE CONTACT WAS CONCERNED THAT THE AIR BAG MIGHT DEPLOY. THE CONTACT TOOK THE VEHICLE TO ALL AMERICAN CHEVROLET OF KILLEEN (LOCATED AT 1802 E CENTRAL TEXAS EXPY, KILLEEN, TX 76541, (254) 213-5397) WHERE IT WAS DIAGNOSED THAT THE FRONT PASSENGER AIR BAG SENSOR NEEDED TO BE REPLACED.

THE VEHICLE WAS NOT REPAIRED DUE TO THE REPAIR FEES. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 80,129.

- **NHTSA ID. NO. 11232252 (July 5, 2019):** SERVICE AIR BAG WARNING. COMES ON ONLY WHEN PASSENGER IN SEAT. PASSENGER PAD SENSOR FAULTY.
- **NHTSA ID. NO. 11280704 (November 15, 2019):** AIR BAG SENSOR UNDER PASSENGER WIRING DEFECTIVE GIVING SERVICE AIR BAG CODE THIS SHOULD BE RECALLED DUE TO SAFETY ISSUES
- **NHTSA ID. NO. 11291551 (June 1, 2019):** THE PASSENGER SEAT AIRBAG SENSOR HAS MALFUNCTIONED AND NEEDS REPLACED AT A COST OF \$1500.00. GM KNOWS ABOUT THE DEFECT AND THAT THE PASSENGER AIRBAG WILL NOT DEPLOY. THERE IS CURRENTLY A CLASS ACTION SUIT AGAINST THE COMPANY.
- **NHTSA ID. NO. 11340065 (April 15, 2018):** PASSENGER AIRBAG ILLUMINATED WHEN A SOMEONE SAT IN THE PASSENGER SEAT AND NOW STAYS ILLUMINATED WHETHER SITTING IN THE SEAT OR NOT. LOOKED INTO THE PROBLEM AND REALIZED GM HAS BEEN MADE AWARE OF THE DEFECT THAT IS CAUSING MANY OF CONSUMERS THE SAME PROBLEM. I HAVE DECIDED TO NOT GET IT FIXED DUE TO THE COST OF REPAIRING AND THE FACT THAT GM SHOULD BE THE ONES FIXING THEIR SAFTEY DEFECTS.

- **NHTSA ID. NO. 11362478 (October 2, 2020):** A SERVICE AIRBAG NOTIFICATION HAS BEEN TURNING ON SPORADICALLY WHILE DRIVING MY 2010 CAMARO (REGARDLESS OF SPEED AND/OR IF A PASSENGER IS IN THE CAR). WHEN I TOLD MY LOCAL DEALERSHIP'S SERVICE DEPARTMENT WHILE I WAS THERE GETTING AN OIL CHANGE, THE EMPLOYEE TOLD ME IT WOULD COST \$120 FOR THE VEHICLE DIAGNOSTIC AND THAT IF I GET INTO A CAR ACCIDENT MY AIRBAG WOULDN'T DEPLOY. I THINK IT'S UNFAIR AND IRRESPONSIBLE OF THEM TO CHARGE FOR THE DIAGNOSTIC, FROM WHAT I'VE READ ONLINE, MANY OTHER INDIVIDUALS HAVE HAD THIS PROBLEM WITH THE 2010 CAMARO AND GM KNOWS ABOUT THE DEFECT AND THAT THE PASSENGER AIRBAG WILL NOT DEPLOY. THE FACT THAT THIS IS STILL NOT A RECALL IS CRIMINALLY NEGLECTFUL AND I BELIEVE THERE IS CURRENTLY A CLASS ACTION SUIT AGAINST THE COMPANY.

### **2011 Chevrolet Camaro**

- **NHTSA ID. NO. 10411291 (June 1, 2011):** THE AIR BAG SENSOR IN THE PASSENGER SEAT DOES NOT WORK ALL THE TIME VERY ERRATIC!
- **NHTSA ID. NO. 10408504 (September 10, 2010):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHEN THE CONTACT STARTED THE IGNITION, THE FRONT PASSENGER AIR BAG OFF INDICATOR LIGHT ILLUMINATED WHEN THE PASSENGERS SEAT

WAS OCCUPIED WITH AN ADULT WHO WEIGHED 116 POUNDS. THE FAILURE OCCURRED INTERMITTENTLY. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER FOR DIAGNOSTIC TESTING AND THEY WERE UNABLE TO DETECT A TROUBLE CODE. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 500. UPDATED 07/20/11\*LJ

THE DEALER REPLACED THE PASSENGER SENSOR. UPDATED 07/29/11

- **NHTSA ID. NO. 10440181 (November 15, 2011):** "SERVICE AIR BAG" WARNING LIGHT IS ON IN INSTRUMENT PANEL. DEALER HAS MADE THREE ATTEMPTS TO REPAIR BY USING ZIP TIES ON SPECIFIC ELECTRICAL CONNECTIONS. PROBLEM HAS NOT BEEN RESOLVED. \*TR
- **NHTSA ID. NO. 10510393 (March 6, 2013):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 50 MPH, THE DRIVER AND PASSENGER SIDE AIR BAGS DEPLOYED INADVERTENTLY. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE AIR BAG SENSORS NEEDED TO BE REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VEHICLE WAS REPAIRED. THE APPROXIMATE FAILURE AND CURRENT MILEAGE WAS 30,028. \*TR
- **NHTSA ID. NO. 10566834 (February 15, 2014):** I WAS LEAVING

WORK ONE DAY WITH NO ONE IN THE PASSENGER SEAT... I GOT A ERROR SAYING SERVICE AIRBAG. I CALLED THE DEALER SHIP AND THEY SAID MY CAR WAS OUT OF WARRANTY AND THERE WAS NOTHING THEY CAN DO. THIS IS THE ONLY DEALERSHIP IN MY TOWN THE NEXT DEALER IS 250 MILES AWAY. WHEN A PASSENGER GETS IN THE CAR I GET THE ERROR EVERY 2 MINUTES IT WORKS THEN IT DOESN'T IT WILL STATE THE AIRBAG IS ON AND SECONDS LATER IT SAYS IT'S OFF AND A PASSENGER IS BUCKLED UP IN THE MOVING CAR... I'M AFRAID IT WILL DEPLOY WITH MY YOUNG CHILDREN IN THE CAR... PLEASE DO A RECALL ON THE 2011 CAMARO I SEARCHED RECALLS AND THERE IS A RECALL FOR ALL 2010 AND 2012 CAMARO AIRBAGS... WHY SKIP 2011 IF SOMETHING IS WRONG WITH THE PREVIOUS AND FOLLOWING YEAR THEN THERE IS SOMETHING WRONG WITH THE 2011 AS WELL..

- NHTSA ID. NO. 10586938 (August 14, 2012): ON 4 DIFFERENT OCCASIONS, THE SERVICE AIRBAG INDICATOR HAS TURNED ON IN MY CAR. IT HAS BEEN IN THE SERVICE DEPARTMENT EACH TIME WITH WORK LISTED AS CONNECTIONS CLEANED, SENSOR CHECKED, WARNING RESET.....BUT NO REPLACEMENT PARTS AND NOTHING NOTED AS DEFECTIVE. I'VE BEEN TOLD PUTTING A LAP TOP ON THE PASSENGER SEAT COULD SET OFF THE SENSOR.....A BLUE-TOOTH CALL COULD SET OFF THE SENSOR, BUT NOT WHY? MOST RECENT TRIP (#5) TO HENDRICKS MOTORS WAS 04/24/2014. WE PICKED THE CAR UP, RAN ERRANDS (APPX. 40 MILES) AND THE LIGHT IS ON AGAIN - THE SAME DAY! I HAVE

BEEN TOLD THE AIR BAGS WILL STILL DEPLOY, THE AIR BAGS MIGHT DEPLOY, AND THE AIR BAGS WILL NOT DEPLOY, AS LONG AS THE SERVICE LIGHT IS ON. WHAT IS MY NEXT STEP? I AM TRYING TO DOCUMENT EVERYTHING IN CASE THERE IS AN ACCIDENT AND THE BAGS DON'T DEPLOY.

- **NHTSA ID. NO. 10598348 (May 15, 2014):** THE AIRBAG NEED SERVICE ALERT CAME ON WHILE MY HUSBAND WAS DRIVING AND I ON THE PASSENGER SIDE. THE NEXT MORNING I CALLED IVORY CHEVROLET AND WAS TOLD THE EARLIEST I COULD BE SEEN WAS MONDAY @ 8:30AM ,BECAUSE THEY ONLY HAD ONE PERSON THAT COULD FIX THE PROBLEM. I ARRIVED @ 7:45AM. AT 9:00AM I WAS ASKED, WHAT'S MY ISSUE AND AT 11:00 I ASKED WHY IT WAS TAKING SO LONG FOR A DIAGNOSTIC AND WAS TOLD SOMEONE WILL CHECK. GUY APPROACH ME @ 12:00 AND ADVICE ME THAT THEY RESET THE SENSOR AND TO KEEP MY PURSE OUT OF THE CAR SEAT. THREE DAYS LATER THE AIRBAG ALERT & TIRE ALERT CAME ON. ONSTAR SYSTEM DO NOT SHOW DATA FOR THE FRONT PASSENGER SIDE TIRE. I SPOKE WITH A SERVICEMAN @ IVORY AND WAS TOLD TO COME BACK IN. I REALLY DON'T UNDERSTAND WHY THERE ISN'T A RECALL ON THIS ISSUE AND REQUEST AN EXPLANATION. \*JS
- **NHTSA ID. NO. 10606363 (March 1, 2012):** MY AIR BAG LIGHT HAS BEEN ON FOR 2 YEARS NOW. I HAVE TOOK MY CAR TO THE DEALERSHIP 7 TIMES TO GET THIS PROBLEM FIXED. MY VEHICLE WAS UNDER WARRANTY WHEN I TOOK IT IN SO I

DIDN'T HAVE TO PAY ANY MONEY FOR THE SERVICES. OUT OF ALL SEVEN TIMES THEY NEVER FIXED THE AIR BAG. NOW I BROUGHT IT IN AGAIN AND THEY ARE CHARGING ME \$109 FOR SERVICES TO FIX MY AIRBAG. THE AIR BAG LIGHT HAS BEEN ON FOR 2 YEARS, MEANING IF I GET INTO A WRECK MY AIRBAG WON'T WORK. EVERY TIME MY CAR WAS RELEASED FROM THE SERVICE DEPARTMENT MY AIR BAG LIGHT IMMEDIATELY CAME BACK ON AFTER THE PASSENGER SEAT WAS ADJUSTED. I SUPPOSE ALL THEY DID WAS WIGGLE THE WIRE UNDER THE PASSENGER SEAT TO GET THE AIR BAG LIGHT TO GO OFF IN ORDER TO RETURN MY CAR TO ME KNOWING THAT IT WASN'T FIXED. NOW THEY ARE CHARGING ME MONEY TO GET THE AIR BAG FIXED WHEN IT'S NOT MY FAULT THE AIRBAG DOESN'T WORK. I BELIEVE THE MANUFACTURER SHOULD BE AT FAULT FOR THIS PROBLEM. IN ADDITION, WHILE MY CAR WAS IN THE DEALERSHIP SERVICES DEPARTMENT THEY PROVIDED ME WITH A RENTAL FROM ENTERPRISE. BUT THEY USED MY INSURANCE COMPANY INSTEAD OF PAYING \$17 A DAY FOR ENTERPRISE'S INSURANCE COMPANY. I BELIEVE THIS IS WRONG BECAUSE IT IS THE MANUFACTURER'S FAULT THAT MY AIR BAG SYSTEM DOESN'T WORK PROPERLY AND THEY SHOULD PAY FOR ENTERPRISE'S INSURANCE ON THE RENTAL CAR I WAS PROVIDED WITH. THE TRUNK OF MY CAR ALSO IS BROKE AND THEY ARE CHARGING ME \$182 IN ORDER TO GET IT FIXED BUT I HAVE FULL COVERAGE WARRANTY ON MY VEHICLE. \*TR

- NHTSA ID. NO. 10606805 (June 14, 2014): WHILE RIDING IN THE

PASSENGER SEAT THE AIR BAG LIGHT SWITCH FROM ON TO OFF SETTING SEVERAL TIMES RIDING DOWN THE ROAD, IT WOULD STAY ON THE OFF POSITION FOR SOMETIMES AND THEN SWITCH TO ON SETTING, YOU WOULD HAVE TO TOUCH THE MENU BUTTON IN THE CAR TO GET THE ALARM FROM BEEPING. I CHECK AND FOUND THERE ARE A COUPLE OF SERVICE BULLETINS OUT ON THIS ISSUE. I CALLED THE DEALERSHIP WHERE THE CAR WAS PURCHASE AND THEY WANTED TO CHARGE ME A SERVICE FEE OF \$110.00 BECAUSE THE CAR JUST HAS WENT OUT OF WARRANTY. I FEEL THIS IS A SAFETY ISSUE THAT SHOULD BE TAKEN CARE OF BY GM. IF I AM RIDING IN THE CAR WITH THE AIR BAG OFF THIS IS A SAFETY ISSUE, I DO NOT WANT TO LOOSE MY LIFE OVER SOMETHING THAT GM SHOULD REPAIR AND HAS KNOWN ABOUT SINCE 2009. THERE SHOULD BE A RECALL ON THIS DEFECT TO REPAIR THE AIR BAG, THIS IS A SAFETY ISSUE AND LIVES ARE AT RISK. \*TR

- **NHTSA ID. NO. 10617727 (July 1, 2014):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE DRIVING APPROXIMATELY 45 MPH, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE DEALER STATED THAT THE PASSENGER SIDE AIR BAG SENSOR WAS DEFECTIVE. THE VEHICLE WAS NOT REPAIRED AND THE MANUFACTURER WAS NOT NOTIFIED. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 68,000.
  
- **NHTSA ID. NO. 10625989 (June 2, 2014):** TL\* THE CONTACT OWNS

A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT THE AIR BAG WARNING INDICATOR ILLUMINATED IN THE VEHICLE. THE DEALER STATED THAT THE AIR BAG MODULATOR NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS UNAVAILABLE. THE FAILURE MILEAGE WAS 81,000.

- **NHTSA ID. NO. 10631446 (September 30, 2013):** THE AIRBAG LIGHT CAME ON INTERMITTENTLY, AND NOW, STAYS ON ALL THE TIME. I DON'T KNOW IF THE AIRBAGS WILL DEPLOY IN AN ACCIDENT. \*TR
- **NHTSA ID. NO. 10631638 (April 1, 2014):** I WOKE UP ONE DAY TO FIND THE AIR BAG LIGHT ON. I DIDN'T THINK ANYTHING OF IT UNTIL I WENT TO GET THE CAR INSPECTED. THE CAR WAS REJECTED DUE TO THE LIGHT BEING ON. THE DEALERSHIP, WHO HAS DONE ALL THE SERVICE SINCE THE CAR WAS PURCHASED, TOLD US IT WOULD BE \$90 TO FIGURE OUT WHAT WAS CAUSING THE LIGHT TO BE ON. IT TURNS OUT IT IS THE PASSENGER SIDE AIR BAG SENSOR UNTIL THE SEAT, THE CAR HAS LESS THAN 32,000 MILES ON IT. THE PASSENGER SEAT HAS NOT BEEN USED ENOUGH FOR IT TO BE WORN DOWN. THE COST TO CURE THIS IS \$729! FROM MY UNDERSTANDING THIS CAR IS NOT THE ONLY ONE WITH THE ISSUE. MY DEALERSHIP SAID THEY HAVE HAD ANOTHER VEHICLE WHICH HAD THE SAME THING. I HAVE LOOKED ON THE INTERNET AND HAVE SEEN OTHER CAMARO OWNERS WHO HAVE HAD SIMILAR ISSUES. I HAVE FILED A COMPLAINT WITH GM AND I AM AWAITING THEIR FINDINGS.

\*TR

- **NHTSA ID. NO. 10638610 (April 26, 2012):** I PURCHASED A BRAND NEW 2011 CHEVROLET CAMARO IN MARCH OF 2011 FROM A CHEVROLET DEALER IN GEORGIA. SINCE THAT PURCHASE, THE AIRBAG SERVICE INDICATOR LIGHT/ALERT SYSTEM HAS ACTIVATED THREE (3) TIMES. I TOOK THE VEHICLE TO THE SERVICE CENTER AT THE DEALERSHIP WHERE I PURCHASED THE CAR ON ALL THREE OCCASIONS FOR REPAIR (04/26/12, 09/8/12 AND 10/5/13). AS OF TODAY'S DATE, THE AIRBAG SERVICE INDICATOR HAS NOW ACTIVATED AGAIN FOR A FOURTH (4) TIME. THE CAR HAS NOT BEEN IN AN ACCIDENT AT ANY TIME DURING MY OWNERSHIP. \*TR
- **NHTSA ID. NO. 10640130 (September 2, 2013):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT THE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER, WHO DIAGNOSED THAT THE PASSENGER'S PRESENT DETECTION SENSOR NEEDED TO BE REPAIRED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE VIN WAS UNAVAILABLE. THE APPROXIMATE FAILURE MILEAGE WAS 33,000.
- **NHTSA ID. NO. 10641220 (August 3, 2014):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE REVERSING OUT OF A DRIVEWAY, THE AIR BAG INDICATOR ILLUMINATED. THE

FAILURE OCCURRED SEVERAL TIMES. THE DEALER STATED THAT THE FRONT PASSENGER SENSOR MAT NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 54,000.

- **NHTSA ID. NO. 10653520 (October 1, 2014):** PASSENGER AIR BAG LIGHT AND ALARM SOUNDING. PASSENGER SEAT AIR BAG SENSOR WENT BAD. WHEN A PASSENGER SITS IN THE SEAT THE SENOR LIGHT AND ALARM GO OFF AND INDICATE THAT THE PASSENGER AIR BAG HAS BEEN TURNED OFF. THE SENOR AND ALARM CONTINUE TO GO OFF AND ON WHILE DRIVING, TURNING THE AIR BAG OFF AND ON THROUGHOUT THE TIME THE PASSENGER IS IN THE SEAT. \*TR
- **NHTSA ID. NO. 10660051 (August 18, 2011):** THE PASSENGER SIDE AIR BAG WORKS ABOUT 50% OF THE TIME WITH AN ADULT PASSENGER IN THE SEAT. MY WIFE IS NORMAL SIZED, ABOUT 5'6" AND 160 LBS. THE PASSENGER AIR BAG LIGHT WILL ALSO INTERMITTENTLY SHOW ON AND THEN OFF WHILE DRIVING WITH A PASSENGER, EVEN WHEN THE PASSENGER IS MAKING NO MOVEMENTS. IT WAS BEEN REPLICATED AT THE DEALER, WITH MORE THAN ONE PASSENGER, INCLUDING AN EMPLOYEE OF THE DEALERSHIP. IT WAS ALSO REPLICATED WHILE CONNECTED TO AN ODBC2. AFTER FOUR TRIPS TO THE DEALER, THEY NOW DECLARE IT IS "OPERATING AS DESIGNED" AND THERE WILL BE NO MORE ATTEMPTED REPAIRS.

THE VEHICLE IS NOW OUT OF WARRANTY AND STILL EXHIBITS THE ISSUE. I HAVE FOUND SEVERAL SIMILAR COMPLAINTS ON A CHEVY FORUM HERE:

HTTP://WWW.CAMARO5.COM/FORUMS/SHOWTHREAD.PHP?T=122468THEY ALL MIMIC MY ISSUE. ONE CONSUMER HAD THE CAR REPLACED UNDER THE LEMON LAW. I TOOK MY CASE TO BBB ARBITRATION AND LOST ON A TECHNICALITY. I WAS TOLD I DID NOT GIVE THE DEALER ENOUGH OPPORTUNITIES TO REPAIR THE CAR. HOWEVER, EACH TIME I TOOK IT IN AFTER THE FOURTH ATTEMPT, THEY REFUSED TO REPAIR THE CAR AND STATED IT WAS "OPERATING AS DESIGNED". AFTER THE ARBITRATION MEETING, A CHEVY EMPLOYEE PRESENT AT THE MEETING OFFERED A SEAT REPLACEMENT IN THE FORM OF A WRITTEN LETTER. LATER, I TOOK HIM UP ON HIS OFFER, BUT THEY HAD RESCINDED THE OFFER. I TOOK IT UP THE MANAGEMENT CHAIN, AND AT ONE POINT, I WAS OFFERED A CAR REPLACEMENT BUT THIS WAS LATER RESCINDED. NOW THE CAR IS OUT OF WARRANTY AFTER ATTEMPTING REPAIRS FOR THREE YEARS. \*TR

- **NHTSA ID. NO. 10670850 (October 14, 2014):** WHEN THE CAR IS STARTED THE PASSENGER & DRIVERS SIDE AIR BAG WARNING LIGHTS COME ON. A MESSAGE APPEARS THAT THE AIR BAGS HAVE BEEN TURNED OFF. \*TR
- **NHTSA ID. NO. 10683700 (February 2, 2015):** PASSENGER AIR BAG SENSOR TURNS ON AND OFF CAUSING ALARM AND SERVICE

AIRBAG WARNING. THIS HAPPENS WHEN AND ADULT SITS IN THE CAR OR WHEN THERE IS ANYTHING IN THE PASSENGER SET. 4 YEAR OLD CAR SHOULD NOT HAVE THIS PROBLEM. \*TR

- NHTSA ID. NO. 10706005 (December 5, 2014): AIR BAGS LIGHT ON ALL THE TIME. \*TR
- NHTSA ID. NO. 10721922 (May 27, 2015): TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE DRIVING AT 35 MPH, THE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER WHO DIAGNOSED THAT THE FRONT PASSENGER SIDE AIR BAG MODULE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 73,000.
- NHTSA ID. NO. 10726077 (July 5, 2013): TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT UPON STARTING THE VEHICLE, THE SERVICE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 30,000.
- NHTSA ID. NO. 10736202 (January 1, 2015): PASSENGER SIDE AIR BAG SENSOR IN SEAT IS DEFECTIVE, CONTINUES TO GO ON AND OFF WHEN SOMEONE IS SITTING IN PASSENGER SIDE OF CAR. OR WHEN I HAVE MY LAPTOP IN THE PASSENGER SEAT.

CHEVROLET WILL NOT ACKNOWLEDGE THERE IS A PROBLEM. IT APPEARS TO BE A BAD DESIGN OR DEFECTIVE PARTS. CAR HAS NOT BEEN IN ANY ACCIDENTS THAT I KNOW OF AND NO KIDS USUALLY RIDE IN FRONT SEAT

- NHTSA ID. NO. 10786949 (October 13, 2015): AIR BAG SENSOR IS ALWAYS COMING ON AND DINGS EVERY FEW MINUTES....WHETHER OR NOT THERE IS SOMEONE IN THE PASSENGER SEAT OR NOT, WHETHER ITS IN DRIVE OR IN PARK, WHEN IT GOES OFF, I TURN THE SWITCH TO DISREGARD THE NOTIFICATION AND IT COMES ON EVERY FEW MINUTES....ALSO, THE EVAPORATOR CORE KIT NEEDS REPLACED, WHICH IS ABOUT \$2000 AND 20 HOURS OF LABOR DUE TO HAVING TO REMOVE WINDSHEILD. HEATER AND DEFROST WORK FINE BUT AC WILL NOT COOL, SMELLS FUNNY INSIDE THE CAR AND MAKES NOISE WHEN YOU TRY TO TURN ON A/C. THANKFULLY ITS FALL.. NO RECALLS BUT FOUND LOTS OF COMPLAINTS ON THE A/C AND 2011 CHEVROLET CAMAROS. THE A/C STARTED SLOWLY GETTING LESS AND LESS COOL EACH DAY THEN THE LAST DAY BEFORE IT QUIT, THE DRIVER SIDE WOULDNT COOL AT ALL BUT THE PASSENGER SIDE WOULD. PUT IN REFRIGERANT AND IT COOLED FOR A COUPLE MORE DAYS THEN JUST QUIT COOLING. 75,000 MILES, HAD IT 5 YEARS 1 MONTH, NO WARRANTY. DONT WANT TO PAY THAT MUCH TO COOL MY CAR, WILL NOT PURCHASE ANOTHER CAMARO! NOT HAPPY.

- **NHTSA ID. NO. 10788678 (November 5, 2015):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE DRIVING 50 MPH, THE FRONT DRIVER AND PASSENGER AND SIDE AIR BAGS DEPLOYED. THE SERVICE AIR BAG WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE AIR BAG SENSOR NEEDED TO BE REPLACED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 55,000.
- **NHTSA ID. NO. 10811430 (October 20, 2015):** WHILE DRIVING ON THE HIGHWAY OR ON CITY STREETS, THE AIR BAG LIGHT COMES ON AND DINGS ABOUT EVERY 20 SECONDS. I AM ABLE TO STOP THE DING BY PUSHING THE BUTTON TO DISREGARD THE MESSAGE. IT DID THIS FOR ABOUT 2 WEEKS. IT NO LONGER DINGS BUT THE AIR BAG INDICATOR LIGHT CONTINUOUSLY STAYS LIT AND THE "SERVICE AIRBAG" LIGHT COMES ON WHEN THE CAR IS STARTED. 2011 CAMARO V6, 100,000 MILES
- **NHTSA ID. NO. 10822887 (October 23, 2015):** TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. THE CONTACT STATED THAT WHILE DRIVING AT VARIOUS SPEEDS, THE AIR BAG WARNING INDICATOR ILLUMINATED. THE CONTACT STATED THAT THE FAILURE OCCURRED INTERMITTENTLY. THE CONTACT STATED THAT WHILE DRIVING AT VARIOUS SPEEDS, A POWER SOURCE WARNING MESSAGE ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE AIR BAG MODULE NEEDED TO BE

REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 82,000. THE VIN WAS NOT AVAILABLE.

- **NHTSA ID. NO. 10860400 (April 19, 2016):** AT 43000 MILES SERVICE AIRBAG AND CHIME APPEARED IN DRIVERS INFORMATION CENTER. LIGHT STAYS ON AND CHIMES EVERY FEW SECONDS. VEHICLE WAS RUNNING BUT NOT MOVING IN PARKING LOT WHEN THIS HAPPENED. AFTER LOOKING ONLINE THIS IS A FAIRLY COMMON PROBLEM WITH THESE CARS. CONCERNED ABOUT AIRBAGS DEPLOYING ON THEIR OWN, OR NOT DEPLOYING IN A CRASH.
- **NHTSA ID. NO. 10870668 (April 16, 2015):** WHILE VEHICLE IS MOVING AT ANY SPEED OR PARKED. AIRBAG CHIME COMES ON AND PASSENGER SEAT INDICATOR LIGHT TURNS AIRBAGS OFF EVEN WHEN PASSENGER IS SEATED IN SEAT. TOOK VEHICLE TO DEALER, COMPUTER CODE READ PASSENGER PRESSURE SENSOR WAS BAD. VEHICLE NOT REPAIRED DUE TO HIGH COST. OCCURRED AT 65000 MILES.
- **NHTSA ID. NO. 10875009 (June 17, 2016):** DRIVING ALONG 45 MILES AN HOUR WITH PASSENGER ,WHEN AIR BAG CHIME STARTED DINGING.AIR BAG LIGHT & CHIME WOULD COME ON & OFF , WITH OR WITHOUT A PASSENGER .REQUESTED AN APPOINTMENT WITH ANTELOPE VALLEY CHEVROLET

,EXPLAINING ISSUE OF AIR BAG CHIME & LIGHT & ALSO REQUESTED TO HAVE 50,000 SERVICE SINCE MY MILEAGE WAS 48,296 & REQUESTED THAT BRAKES BE INSPECTED .SINCE I LIVE OVER 45 MILES AWAY I TRY TO COMBINE MY SERVICES.WAS TOLD AT THAT TIME IT WOULD BE AN ESTIMATED 2 TO 3 HOUR APPOINTMENT.ARRIVED AT DEALERSHIP 9A.M.ON JUNE 17TH 2016.EXPLAINED TO SERVICE TECHNICIAN MY ISSUES WITH VEHICLE , WAS TOLD IT WOULD TAKE AROUND 6 HOURS.WAS CALLED BY TECH.AT 10 A.M. TOLD MY BRAKES WERE AT THE DANGER ZONE ,I VERBALLY AGREED TO THE SERVICE.AT 3:12 I PHONED TO SEE IF IT WAS READY TO BE PICKED UP ,WAS TOLD THAT IT WAS JUST THEN BEING SEEN BY THE MECHANIC ABOUT THE AIR BAG PROBLEM ,TOLD IT WOULD BE READY AROUND 4:00. WAS CALLED BACK & TOLD IT WOULD NEED 2 PARTS TO REPAIR THE AIR BAG SYSTEM ONLY 1 OF THE PARTS WAS IN STOCK, THE OTHER WOULD HAVE TO BE ORDERED & IT HAD TO BE DONE RIGHT THEN.WAS TOLD NOT COVERED BY WARRANTY, COST WOULD BE &1385.00. CAR WOULD HAVE TO BE KEPT OVERNIGHT, REQUIRING ANOTHER 90 + MILE TRIP.

- NHTSA ID. NO. 10889392 (December 12, 2014): APPROXIMATELY 1 YEAR AGO 2015 MY PASSENGER AIRBAG LIGHT SAID OFF AND HAS CONTINUED TO STAY OFF NO MATTER WHO SITS IN MY PASSENGER SEAT. AT THE TIME I HAD 2 RECALLS ON MY CAR TO BE FIXED AND I TOLD MY DEALERSHIP BOBBY MURRAY CHEVROLET AT THE TIME ABOUT THE AIRBAG LIGHT AND THEY SAID THERE WAS NO RECALL ON IT SO I WOULD HAVE TO PAY

MYSELF FOR THE DIAGNOSIS. I'M A SINGLE PARENT AND LIVE PAYCHECK TO PAYCHECK AND ONLY HAVE 1 CAR FOR TRANSPORTATION, SO I'M UNABLE TO SHELL OUT THE \$ TO HAVE THE AIRBAG DIAGNOSE AND REPAIRED. MY CAR WAS OUTTA OF ORIGINAL WARRANTY AND I HAVE ANOTHER WARRANTY BUT THE CO TOLD ME NO WARRANTY CO WILL REPAIR ANYTHING TO DO WITH AIRBAGS. SO I'VE BEEN WAITING TO SEE IF A RECALL WOULD BE ISSUED FOR THIS PROBLEM. NOW MY AIRBAG REDLIGHT ON DASH IS ON AND I'M ASSUMING IF I'M IN A WRECK MY AIRBAGS WON'T WORK I DON'T KNOW. I HAD 46,636 MILES ON MY 2011 CAMARO. I'VE TALKED WITH DEALER OVER THIS PAST YEAR TO SEE IF ANYTHING CAN BE DONE AND ALL THEY SAY IS THEY DON'T HAVE A CLUE WATS WRONG WITH MY CAR AND WOULD HAVE TO TAKE APART TO FIND THE PROBLEM & I HAVE TO PAY. I'VE SPOKEN TO GM HEADQUARTERS ALL THEY SAID IS THEY'LL PAY A \$100 TOWARD DIAGNOSIS. DON'T KNOW IF THEY'LL PAY TOWARDS THE REPAIR ANY. I DON'T HAVE EXTRA MONEY FOR PAY FOR REPAIR AND I'VE RESEARCHED OTHER PEOPLE'S REPAIR COSTS AND IT RUNS AROUND \$700-\$1000. PLEASE HELP ME. I DON'T WANT TO DIE IN AN ACCIDENT BECAUSE AIRBAGS DON'T DEPLOY. I'M ALL MY KIDS HAVE.

- **NHTSA ID. NO. 10927310 (November 21, 2016):** THE PASSENGER'S AIR BAG LIGHT IS ON THAT STATES THE BAG IS OFF. TOOK TO DEALER AND WAS TOLD THE SEAT SENSOR NEEDS REPLACED. CAR HAS 60000 MILES. CAME ON AROUND 52000. WAS TOLD

THAT THE AIRBAG WILL NOT DEPLOYED IF INVOLVED IN AN ACCIDENT UNLESS THE SENSOR WAS REPLACED. COST TO REPLACE \$700.00. SEARCHED AND SEEMS TO BE A PROBLEM ON THIS MAKE. RESEARCHED NHTSA WEB SITE AND THERE ARE CLOSE TO 200 COMPLAINTS FOR THE SAME THING. DO NOT KNOW WHY NO RECALL HAS BEEN ISSUED DO TO A SAFETY HAZARD. LIGHT IS ON WHERE MOVING OR PARKED.

- **NHTSA ID. NO. 10929980 (November 23, 2016):** ORIGINALLY HAD TROUBLE WITH THE AIRBAG SENSOR IN 2013. I TOOK IT TO MY LOCAL DEALER WHO STATED THEY WHERE UNABLE TO DUPLICATE THE ISSUE. THEY RESET THE SENSOR AND IT WAS FINE. NOW WITH THE VEHICLE OUT OF WARRANTY ANYTIME SOME ONE SITS IN THE PASSENGER SEAT THE SERVICE AIRBAG LIGHT TURNS ON AND OFF THE WHOLE TIME I AM DRIVING. MOST RECENTLY IT HAS STARTED TURNING ON AND OFF EVEN WHEN NO ONE IS IN THE SEAT. RETURNED TO DEALER FOR REPAIR AND IT WILL BE \$700 PLUS TO FIX. \*TR
- **NHTSA ID. NO. 10936614 (December 1, 2016):** I BOUGHT THIS CAR NEW AND HAS ABOUT 85000 MILES ON IT AND TOOK IT IN BECAUSE OF AIRBAG LIGHT BEING ON. I WAS TOLD PASSENGER PRESENT SENSOR NEEDS TO BE REPLACED WHICH CAUSES AIRBAG LIGHT TO REMAIN ON WHEN CAR IS MOVING. THIS IS RIDICULOUS I LOOKED ABOUT THIS CLAIM AND THERE ARE HUNDREDS OF CAMAROS WITH THIS EXACT SAME ISSUE. THIS IS A \$700 REPLACEMENT AND DOES NOT SIT WELL WITH ME AS

I'VE ALWAYS BOUGHT CHEVYS AND NOT HAD ISSUES BEFORE. THIS IS A SAFETY ISSUE AND IF I HAVE TO PAY \$700 TO FIX A SAFETY ISSUE THAT WAS DEFECTIVE WITH THIS VEHICLE AND SEVERAL HUNDRED OTHERS THEN THIS IS A MANUFACTURE DEFECT THAT SHOULD NOT FALL ON CONSUMER TO GET IT REPLACED. LET ME KNOW WHAT CAN BE DONE HERE! THANKS  
\*TR

- NHTSA ID. NO. 0944462 (January 1, 2017): TWO DAYS AGO WHILE DRIVING THE SERVICE AIRBAG CAME ON. I WENT ONLINE TO RESEARCH ANY REASONS WHY AND FOUND THAT MANY OTHERS HAVE THE SAME PROBLEM AROUND SAME MILEAGE, RIGHT AFTER WARRANTY EXPIRED. I ALSO NOTICED A LAWSUIT CONCERNING THE 2011 CAMARO AIRBAGS.01/07/2017.  
\*TR
- NHTSA ID. NO. 10958025 (July 1, 2015): TL\* THE CONTACT OWNS A 2011 CHEVROLET CAMARO. WHILE STATIONARY, THE PASSENGER SIDE AIR BAG INDICATOR DISPLAYED "OFF" EVEN WHILE AN OCCUPANT WAS SEATED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 53,803.
- NHTSA ID. NO. 10971612 (April 9, 2017): DRIVING ON THE HIGHWAY GOING ABOUT 45 MPH SERVICE AIRBAG LIGHT POPS AND STAYS ON AND THE PASSENGER LIGHT STAYS ON EVEN WITH A PASSENGER IN THE CAR, 99,000 MILES

- **NHTSA ID. NO. 10990565 (May 1, 2016):** SERVICE AIRBAG RANDOMLY COMES ON. THE SERVICE AIRBAG LIGHT WILL COME ON THEN GO OFF WHILE THE CAR IS MOVING AS WELL AS PARKED. IT WILL STAY ON FOR RANDOM DURATIONS WHICH ALSO DISABLES THE PASSENGER SIDE AIRBAG. THIS HAPPENS IN CITY OR ON HIGHWAYS.
- **NHTSA ID. NO. 10990738 (January 10, 2016):** SERVICE AIR BAG SUDDENLY CAME ON AND WILL NOT GO OFF. THE CAR ALARMS EVERY FEW SECONDS AND FLASHES THE WARNING SERVICE AIR BAG. IT WILL NOT GO OFF AND PREVENT ME FROM SEEING HOW FAST I AM GOING ETC. I STILL HAVE A WARRANTY ON CAR BUT I AM SURE IT DOES NOT INCLUDE AIR BAG. IT IS SCARY TO DRIVE BECAUSE I DON'T KNOW IF AIR BAG WILL ENGAGE AND CAUSE ME TO WRECK. I AM TERRIFIED. ALSO THE TRACTION ENDED UP FRYING MY COMPUTER AND AFTER 2000 DOLLARS LATER MY CAR SOUNDS LIKE STARTER OR BATTERY IS DRAINED. WHICH IS EXACTLY WHAT HAPPENED BEFORE IT FRIED THE COMPUTER THE FIRST TIME. VERY FRUSTRATING.
- **NHTSA ID. NO. 11002071 (June 19, 2017):** SERVICE AIRBAGS ALERT IS COMING ON. THE CONNECTORS HOLDING THE SENSORS TO THE SEAT BOTTOMS ARE LOOSE AND WHEN ADJUSTED, THE ALERT GOES OFF. CAR NOW HAS 40,954 MILES. ALERT COMES ON WHEN CAR IS STARTED.

- **NHTSA ID. NO. 11003488 (October 25, 2013):** SERVICE AIRBAG LIGHT COMES ON AND STAYS ON WHEN STARTED
- **NHTSA ID. NO. 11022743 (March 12, 2017):** PASSENGER AIR BAG KEPT COMING ON AND STAYED ON
- **NHTSA ID. NO. 11097897(October 1, 2016):** ABOUT 34,000 MILES ON THE CAR, I STARTED GETTING INTERMITTENT CODES WHENEVER SOMEBODY WAS SITTING IN THE PASSENGER SIDE SEAT ABOUT THE AIRBAG NOT BEING ACTIVATED. AFTER SOME TIME THE CODE WAS STEADY AND NOW THE AIRBAG REMAINS DEACTIVATED AT ALL TIMES, EVEN IF SOMEONE SITTING IN THE PASSENGER SEAT. I DID HAVE THIS DIAGNOSED AND IT CAME UP AS THE PASSENGER AIRBAG MODULE, THE REPLACEMENT COST IS APPROXIMATELY \$1,000. I HAVE ALSO DISCOVERED THROUGH A RELATIVE THAT HAS ACCESS TO THE MECHANICS COMMUNICATION BOARD THAT ALTHOUGH IT COMES UP AS THE MODULE IT IS A KNOWN WIRING ISSUE. APPARENTLY THIS ISSUE HAS BEEN GOING ON THROUGH SEVERAL YEAR MODELS OF THE CAMARO. I DID REACH OUT TO CHEVROLET ABOUT THE PROBLEM HOWEVER THE ONLY HELP THAT THEY WOULD OFFER WAS TO CALL THE DEALERSHIP SO THE DEALERSHIP COULD CALL ME SO I CAN BRING IT IN AND HAVE IT FIXED. FROM WHAT I UNDERSTAND CHANGING THE MODULE DOES NOT FIX THE PROBLEM AS IT HAS SOMETHING TO DO WITH THE WIRING SYSTEM. I'M A LITTLE OUTRAGED THAT CHEVROLET HAS KNOWN ABOUT THIS PROBLEM AND YET

CONTINUES TO USE THE SAME SYSTEM IN OTHER YEAR MODELS AND CHOOSES TO DO NOTHING ABOUT IT. SO AT THIS MOMENT I AM DRIVING AROUND WITH OUT AN AIRBAG ON THE PASSENGER SIDE. I'M NOT REALLY SURE WHY THEY HAVE NOT BEEN HELD ACCOUNTABLE ON SUCH A SAFETY ISSUE.

- **NHTSA ID. NO. 11101391 (May 1, 2018):** SERVICE AIRBAG LIGHT IS ON AND DEALER WANTS \$99 FOR DIAGNOSTICS AND UP TO \$700 TO FIX. FOUND OUT THERE ARE MANY COMPLAINTS ON THIS AND A LAWSUIT SO IT SHOULD MAYBE BE A RECALL! THE CAR HADN'T BEN DRIVEN FROM OCTOBER 1ST UNTIL MAY 1ST BECAUSE IT WAS IN STORAGE AND THE LIGHT CAME ON THE MINUTE WE DROVE IT.
- **NHTSA ID. NO. 11182733 (February 2, 2019):** TAKATA RECALL INTERMITTENT SERVICE AIRBAG LIGHT 1ST TIME SERVICE LIGHT CAME ON CAR ONLY HAD ABOUT 8K MILE DEALER FIX WAS A LOOSE CONNECTION 2ND TIME SERVICE LIGHT CAME ON THEN WENT OFF. 3RD TIME WAS ABOUT 3YRS AFTER 2ND INCIDENCE SERVICE LIGHT CAME ON AND STAYED ON DEALER FIX R&R SIDE IMPACT AIRBAG ASSEMBLY. \$420.00 LABOR \$425.00 PARTS TOTAL \$907.13.
- **NHTSA ID. NO. 11186555 (February 9, 2012):** AIRBAG SYSTEM NOT WORKING, DEALER SAID IT COULD BE A SENSOR THAT WOULD COST OVER \$600.00 TO REPLACE. IT WILL COME ON SOMETIMES AND WORK FOR A FEW MOMENTS THEN THE ENTIRE AIRBAG

SYSTEM SHUTS OFF AGAIN.

- **NHTSA ID. NO. 11203871 (February 9, 2012):** SERVICE PASSENGER AIR BAG, WOULD NOT GO OFF. AND CHECK ENGINE LIGHT KEEP COMING ON.
- **NHTSA ID. NO. 11255659 (May 2, 2019):** AROUND 60,000 MILES, THE "SERVICE AIRBAG" WARNING WAS DISPLAYED ALONGSIDE THE AIRBAG LIGHT ON MY VEHICLE. THE WARNING IS DISPLAYING AT ALL SPEEDS AND WHENEVER THE VEHICLE IS TURNED ON. I AM TRYING TO SELL THE VEHICLE TO PURCHASE ANOTHER VEHICLE BUT WAS TOLD TODAY AT A LOCAL DEALERSHIP THAT THE VALUE OF MY TRADE-IN WOULD BE DECREASED BY \$2,000 DUE TO THIS WARNING WHICH WOULD HAMPER ME FROM BEING ABLE TO AFFORD ANOTHER VEHICLE. I AM NOT ABLE TO AFFORD THIS \$2,000, SO IT SEEMS AS THOUGH I AM DRIVING AROUND WITH A VEHICLE OF WHICH ITS AIRBAGS ARE NOT FUNCTIONING. I AM UNSURE WHAT MORE I CAN DO GIVEN THERE SEEMS TO BE MANY OTHERS WITH UNRESOLVED CONCERNS SIMILAR TO THIS.
- **NHTSA ID. NO. 11258276 (January 30, 2018):** AROUND 100,000 MILES MY AIRBAG LIGHT CAME ON. THE VEHICLE WAS NOT IN AN ACCIDENT, THE LIGHT JUST CAME ON, WHILE DRIVING ONE DAY. TOOK IT TO THE DEALERSHIP AND THEY SAID THE AIRBAG NEEDS TO BE REPLACED AT AN EXPENSIVE PRICE. CURRENTLY RIDING AROUND IN A VEHICLE WITH FAULTY AIRBAGS FOR NO

APPARENT REASON.

- **NHTSA ID. NO. 11297318 (January 6, 2020):** THE “SERVICE AIRBAG” NOTIFICATION KEEPS REPEATEDLY SHOWING ON MY DASHBOARD. THIS HAS BEEN HAPPENING FOR THE PAST MONTH. THIS MESSAGE APPEARS WHETHER ANYTHING IS LOCATED IN THE PASSENGER SEAT OR NOT. MY LOCAL CHEVY DEALERSHIP STATED THAT THIS ISSUE “WILL COST A COUPLE HUNDRED” TO REPAIR.
- **NHTSA ID. NO. 11343685 (July 1, 2020):** THE PASSENGER AIRBAG LIGHT COME ON THE DASHBOARD STATING REPAIRS NEEDED & REGARDLESS IF SOMEONE IS SITTING IN THE SEAT THE PASSENGER AIRBAG LIGHT REMAINS ?OFF? IF THE VEHICLE IS MOVING OR STATIONARY. TODAY I WAS SITTING IN THE PASSENGER SEAT WHILE MY HUSBAND WAS DRIVING, THE AIRBAG WAS ON & ALL THE SUDDEN THE WARNING SOUND CHIMES & THE LIGHT WENT TO THE OFF POSITION.

40. Complaints posted on the Internet demonstrate that the Airbag Defect manifested early on in the life of the Class Vehicles. For example, the consumer forum camaro5.com contains a discussion thread regarding the issue with comments dating back to July 2009.

41. Although Defendant was aware of the widespread nature of the Airbag Defect in the Class Vehicles, and the grave safety risk posed by it, Defendant took no steps to notify customers of the Airbag Defect or to provide them with any relief.

42. Customers have reported the Airbag Defect in the Class Vehicles to

Defendant directly and through its dealers. As a result of these reports and its own internal testing, among other things, Defendant was fully aware of the Airbag Defect contained in the Class Vehicles throughout the Class Period. Nevertheless, Defendant actively concealed the existence and nature of the Airbag Defect from Plaintiffs and the other Class Members at the time of purchase or repair and thereafter. Specifically, Defendant:

- a. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, any and all known material defects or material nonconformities of the Class Vehicles, including the Airbag Defect;
- b. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, that the Class Vehicles and their airbag systems were not in good working order, were defective, and were not fit for their intended purpose; and
- c. Failed to disclose and/or actively concealed, at and after the time of purchase or repair, the fact that the Class Vehicles and their airbag systems were defective, despite the fact that Defendant learned of such defects as early as 2009, if not before.

43. Defendant has deprived Class Members of the benefit of their bargain, exposed them all to a dangerous safety Defect which continues to threaten them and their passengers with the potential for serious future harm, and caused them to expend money at its dealerships or other third-party repair facilities and/or take other remedial measures related to the Airbag Defect contained in the Class Vehicles. As a result, Class Members continue to experience the Airbag Defect. Because many Class Members are current owners or lessees who rely on their vehicles on a daily basis, compensation for repairs, related expenses (e.g., towing), and diminution in value is not sufficient. A remedial scheme which also makes available a fix and/or warranty extension is necessary to make Class Members whole and take them out of harm's way.

44. Defendant has not recalled the Class Vehicles to repair the Airbag Defect, has not offered to its customers a suitable repair or replacement of parts related to the Airbag Defect free of charge, and has not offered to reimburse Class Vehicle owners and

leaseholders who incurred costs for repairs related to the Airbag Defect.

45. As a result of the Airbag Defect, the value of the Class Vehicles has diminished, including without limitation the resale value of the Class Vehicles. Reasonable consumers, like Plaintiff, expect and assume that a vehicle's airbag system is not defective and will not place vehicle occupants at risk of catastrophic injury. Plaintiff and Class Members further expect and assume that Defendant will not sell or lease vehicles with known safety defects, such as the Airbag Defect, and will disclose any such defect to its customers prior to selling or leasing the vehicle, or offer a suitable repair. They do not expect that Defendant would fail to disclose the Airbag Defect to them, and continually deny the defect.

## **VI. TOLLING OF THE STATUTE OF LIMITATIONS**

46. Plaintiff and the other Class Members were not reasonably able to discover the Airbag Defect until after purchasing or leasing the Class Vehicles, despite their exercise of due diligence.

47. Despite their due diligence, Plaintiff and the other Class Members could not reasonably have been expected to learn or discover that they were deceived and that material information concerning the Class Vehicles and their airbag systems was concealed from them. Therefore, for these and other reasons, the discovery rule is applicable to the claims asserted by Plaintiff and the other Class Members.

48. In addition, even after Plaintiff and Class Members contacted Defendant and/or its authorized agents for vehicle repairs concerning the defective nature of the Class Vehicles and their airbag systems, Plaintiff and Class Members were routinely told by Defendant directly and/or through its authorized agents for vehicle repairs that the Class Vehicles are not defective.

49. Any applicable statute of limitation has also been tolled by Defendant's knowledge, active concealment, and denial of the defective nature of the Class Vehicles

and their airbag systems, and by other direct and indirect means by which Defendant obstructed the filing of an action.

## **VII. CLASS ACTION ALLEGATIONS**

50. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly situated as members of the proposed Classes pursuant to Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3). This action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

51. The Classes are defined as:

**Class:** All individuals who purchased or leased any 2010 through 2011 Chevrolet Camaro vehicle in the United States, other than in California (the “Nationwide Class”).

**Sub-Class:** All individuals who purchased or leased any 2010 through 2011 Chevrolet Camaro vehicle in the State of Virginia (the “Virginia Sub-Class”).

52. Excluded from the Class and Sub-Class are: (1) Defendant, any entity or division in which Defendant has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge’s staff; and (3) those persons who have suffered personal injuries as a result of the facts alleged herein. Plaintiff reserves the right to amend the Class and Sub-Class definitions if discovery and further investigation reveal that the Class and/or Sub-Class should be expanded or otherwise modified.

53. **Numerosity:** Although the exact number of Class and Sub-Class Members is uncertain and can only be ascertained through appropriate discovery, the number is great enough such that joinder is impracticable. The disposition of the claims of these Class Members in a single action will provide substantial benefits to all parties and to the Court. The Class Members are, *inter alia*, readily identifiable from information and records in Defendant’s possession, custody, or control.

54. **Typicality:** The claims of the representative Plaintiff are typical of the claims of the Class in that the representative Plaintiff, like all Class Members, paid for a Class Vehicle designed, manufactured, and distributed by Defendant in which the airbag system was defective. The representative Plaintiff, like all Class Members, has been damaged by Defendant's misconduct in that he has incurred or will incur the cost of diagnosing and repairing or replacing the defective airbag system and its related parts. Further, the factual bases of Defendant's misconduct are common to all Class Members and represent a common thread of fraudulent, deliberate, and/or negligent misconduct resulting in injury to all Class Members.

55. **Commonality:** There are numerous questions of law and fact common to Plaintiff and Class Members that predominate over any question affecting only individual Class Members. These common legal and factual issues include the following:

- a. Whether the Class Vehicles suffer from the Airbag Defect;
- b. Whether the Airbag Defect constitutes an unreasonable safety risk;
- c. Whether Defendant knows about the Airbag Defect and, if so, how long Defendant has known of the defect;
- d. Whether the defective nature of the Class Vehicles and their airbag systems constitutes a material fact;
- e. Whether Defendant had and has a duty to disclose the defective nature of the Class Vehicles and their airbag systems to Plaintiff and the other Class Members;
- f. Whether Plaintiff and the other Class Members and Sub-Class Members are entitled to equitable relief, including but not limited to a preliminary and/or permanent injunction;
- g. Whether Defendant knew or reasonably should have known of the Airbag Defect contained in the Class Vehicles before it sold or leased them to Class Members;

- h. Whether Defendant violated the Virginia Consumer Protection Act (“VCPA”);
- i. Whether Defendant fraudulently concealed and/or failed to disclose material facts concerning the Class Vehicles and their airbag systems; and
- j. Whether Defendant violated the implied warranty of merchantability.

56. **Adequate Representation:** Plaintiff will fairly and adequately protect the interests of the Class Members and Sub-Class Members. Plaintiff has retained attorneys experienced in the prosecution of class actions, including consumer and product defect class actions, and Plaintiff intends to prosecute this action vigorously.

57. **Predominance and Superiority:** Plaintiff, Class Members and Sub-Class Members, have all suffered and will continue to suffer harm and damages as a result of Defendant’s unlawful and wrongful conduct. A class action is superior to other available methods for the fair and efficient adjudication of the instant controversy. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would, therefore, have no effective remedy at law. Because of the relatively small size of the individual Class Members’ claims, it is likely that only a few Class Members could afford to seek legal redress for Defendant’s misconduct. Absent a class action, Class Members will continue to incur damages, and Defendant’s misconduct will continue without remedy. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the court and the litigants and will promote consistency and efficiency of adjudication.

## **VIII. CAUSES OF ACTION**

### **FIRST CAUSE OF ACTION**

(Violation of Virginia’s Consumer Protection Act, Va. Code Ann. §§ 59.1-196, *et. seq.*, on behalf of the Nationwide Class or, in the alternative, the Virginia Sub - Class)

58. Plaintiff Edward Jackson hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

59. Plaintiff Edward Jackson brings this cause of action on behalf of himself and the Nationwide Class, or, in the alternative, the Virginia Sub-Class.

60. Defendant is a “supplier(s)” under Va. Code Ann. § 59.1-198.

61. The sale of the Class Vehicles to Plaintiff was a “consumer transaction” within the meaning of Va. Code Ann. § 59.1-198.

62. The Virginia Consumer Protection Act (“VCPA”) lists prohibited “practices” which include: “5. Misrepresenting that goods or services have certain characteristics;” “6. Misrepresenting that goods or services are of a particular standard, quality, grade style, or model;” “8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised;” “9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;” and “14. Using any other deceptive, fraud, or misrepresentation in connection with a consumer transaction.” Va. Code Ann. § 59.1-200. Defendant violated the VCPA by misrepresenting that the Class Vehicles had certain quantities, characteristics, ingredients, uses, or benefits; misrepresenting that Defective Vehicles were of a particular standard, quality, grade, style, or model when they were another; advertising the Class Vehicles with intent not to sell them as advertised; and otherwise “using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.”

63. By failing to disclose and concealing the defective nature of the Class Vehicles’ airbag’s from Plaintiff and prospective Class Members, Defendant violated the VCPA, as it represented that the Class Vehicles had characteristics and benefits that they do not have, represented that the Class Vehicles were of a particular standard, quality, or grade when they were of another, and advertised the Class Vehicles with the intent not to sell them as advertised. *See* Va. Code Ann. § 59.1-200.

64. Defendant's unfair and deceptive acts or practices occurred repeatedly in Defendant's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

65. Defendant knew that the Class Vehicles' airbag system suffered from an inherent defect, would fail prematurely and were not suitable for their intended use.

66. Defendant was under a duty to Plaintiff and the other Class Members to disclose the defective nature of the Class Vehicles' airbag systems because:

a. Defendant was in a superior position to know the true state of facts about the safety defect in the Class Vehicles' airbag systems;

b. Defendant made partial disclosures about the quality of the Class Vehicles without revealing the defective nature of the Class Vehicles' airbag systems; and

c. Defendant actively concealed the defective nature of the Class Vehicles' airbag systems from Plaintiff and Class Members at the time of sale and thereafter.

67. By failing to disclose the Airbag Defect, Defendant knowingly and intentionally concealed material facts and breached its duty not to do so.

68. The facts concealed or not disclosed by Defendant to Plaintiff and the other Class Members are material because a reasonable person would have considered them to be important in deciding whether or not to purchase or lease Defendant's Class Vehicles, or to pay less for them. Had Plaintiff and other Class Members known that the Class Vehicles suffered from the Airbag Defect described herein, they would not have purchased or leased the Class Vehicles or would have paid less for them.

69. Plaintiff and the other Class Members are reasonable consumers who do not expect that their vehicles will suffer from an Airbag Defect. That is the reasonable and objective consumer expectation for vehicles and their airbag systems.

70. As a result of Defendant's misconduct, Plaintiff and the other Class Members have been harmed and have suffered actual damages in that the Class Vehicles and their airbag systems are defective and require repairs or replacement.

71. As a direct and proximate result of Defendant's unfair or deceptive acts or practices, Plaintiff and the other Class Members have suffered and will continue to suffer actual damages.

72. Accordingly, Plaintiff seeks an order enjoining the acts and practices described above, as well as punitive damages, and attorneys' fees and any other just and proper relief available under Va. Code Ann. § 59.1-204.

73. Pursuant to Va. Code Ann. § 59.1-204, Plaintiff seeks monetary relief against Defendant on behalf of himself and Class Members measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$500 for each Plaintiff. Since Defendant's willful and knowing conduct caused injury to Plaintiff, Plaintiff and Class Members are entitled to recover the greater of (a) three times their actual damages or (b) \$1,000, plus statutory attorney fees and/or other relief as appropriate.

### **SECOND CAUSE OF ACTION**

(Breach of Implied Warranty of Merchantability, Va. Code Ann. § 8.2-314, on behalf of the Nationwide Class or, in the alternative, the Virginia-Sub-Class)

74. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

75. Plaintiff Edward Jackson brings this cause of action on behalf of the Nationwide Class or, in the alternative, the Virginia Sub-Class.

76. Defendant was at all relevant times the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use for which the Class Vehicles were purchased.

77. Defendant provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and any parts thereof were merchantable and fit for the ordinary purposes for which they were sold. However, the Class Vehicles were and are not fit for

their ordinary purpose of providing reasonably reliable and safe transportation because the Class Vehicles suffer from an Airbag Defect that can make driving unreasonably dangerous.

78. Defendant impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, among other things: (i) a warranty that the Class Vehicles' Airbag Defect designed, manufactured, supplied, distributed, and sold by Defendants were safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles' airbag systems would be fit for its intended use while the Class Vehicles were being operated.

79. Contrary to the applicable implied warranties, the Class Vehicles' airbag systems, at the time of sale or lease and thereafter, was not fit for its ordinary and intended purpose of providing Plaintiff and the other Class Members with reliable, durable, and safe transportation. Instead, the Class Vehicles are defective, as described more fully above.

80. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Va. Code Ann. § 8.2-314.

### **THIRD CAUSE OF ACTION**

(Breach of Written Warranty Under Magnuson-Moss Warranty Act, 15 U.S.C. § 2301 *et seq.* on behalf of the Nationwide Class, or in the alternative, the Virginia Sub-Class)

81. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

82. Plaintiff Edward Jackson brings this cause of action on behalf of himself and the Nationwide Class, or in the alternative, the Virginia Sub-Class.

83. Plaintiff and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

84. Defendant is a “supplier” and “warrantor” within the meaning of 15 U.S.C. §§ 2301(4)-(5).

85. The Class Vehicles are “consumer products” within the meaning of 15 U.S.C. § 2301(1).

86. Defendant’s express warranty is a “written warranty” within the meaning of 15 U.S.C. §2301(6).

87. Defendant breached the express warranty by virtue of the above-described acts.

88. Plaintiff and the other Class Members notified Defendant of the breach within a reasonable time and/or were not required to do so. Defendant was also on notice of the Airbag Defect from, among other sources, Defendant’s extensive pre-release testing, complaints from Class Members and dealer requests/feedback.

89. Defendant’s breach of the express warranty deprived Plaintiff and Class Members of the benefits of their bargains.

90. As a direct and proximate result of Defendant’s breach of the express warranty, Plaintiff and the other Class Members sustained damages and other losses in an amount to be determined at trial. Defendant’s conduct damaged Plaintiff and the other Class Members, who are entitled to recover actual damages, consequential damages, specific performance, diminution in value, and costs, including statutory attorney fees and/or other relief as appropriate.

#### **FOURTH CAUSE OF ACTION**

(Fraudulent Omission on behalf of the Nationwide Class or, in the alternative, the Virginia Sub-Class)

91. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

92. Plaintiff Edward Jackson brings this cause of action on behalf of himself and the Nationwide Class or, in the alternative, the Virginia Sub-Class.

93. Defendant knew that the Class Vehicles' airbag system was defectively designed and/or manufactured, would fail, and was not suitable for its intended use.

94. Defendant concealed from and failed to disclose to Plaintiff and Class Members the defective nature of the Class Vehicles and their airbag system.

95. Defendant was under a duty to Plaintiff and Class Members to disclose the defective nature of the Class Vehicles' airbag system because:

- a. Defendants were in a superior position to know the true state of facts about the safety defect contained in the Class Vehicles' airbag system;
- b. Plaintiff and the Class Members could not reasonably have been expected to learn or discover that their airbag system has a dangerous safety defect until after they purchased the Class Vehicles;
- c. Defendants knew that Plaintiff and the Class Members could not reasonably have been expected to learn about or discover the Airbag Defect; and
- d. Defendant actively concealed the defective nature of the Class Vehicles' airbag system from Plaintiff and Class Members at the time of sale and thereafter.

96. The facts concealed or not disclosed by Defendants to Plaintiff and the other Class Members are material in that a reasonable person would have considered them to be important in deciding whether to purchase or lease Defendants' Class Vehicles or pay less for them. Had Plaintiff and Class Members known about the defective nature of the Class Vehicles' airbag systems, they would not have purchased or leased the Class Vehicles, or would have paid less for them.

97. Defendant concealed or failed to disclose the true nature of the design and/or manufacturing defects contained in the Class Vehicles' airbag systems in order to induce Plaintiff and Class Members to act thereon. Plaintiff and the other Class Members justifiably relied on Defendants' omissions to their detriment. This detriment is evident

from Plaintiff's and Class Members' purchase or lease of Defendants' defective Class Vehicles.

98. Defendant continued to conceal the defective nature of the Class Vehicles' airbag systems even after Class Members began to report the problems. Indeed, Defendant continues to cover up and conceal the true nature of the problem today.

99. As a direct and proximate result of Defendants' misconduct, Plaintiff and Class Members have suffered and will continue to suffer actual damages.

## **IX. PRAYER FOR RELIEF**

100. Plaintiff, on behalf of himself and all others similarly situated, requests that the Court enter judgment against Defendant, and issue an order providing the following relief:

- a. That Defendant provide notice, in a form pre-approved by Plaintiff, to all Class Members and, in the notice, offer to repair, without charge, the Airbag Defect contained in the Class Vehicles;
- b. That Defendant provide notice, in a form pre-approved by Plaintiff, to all Class Members and, in the notice, extend the warranty for the Class Vehicles' passenger airbag and related components to last the life of the vehicle;
- c. That Defendant immediately cease the sale and lease of the Class Vehicles at all of Defendant's authorized dealerships without first notifying the purchasers or lessees of the Airbag Defect, and otherwise immediately cease to engage in the violations of the law set forth above;
- d. That Defendant pay damages and restitution in an amount to be proven at trial;
- e. An order certifying the proposed Class and Sub-Class, designating Plaintiff as named representative of the Class and Sub-Class, and designating the undersigned as Class Counsel;

- f. A declaration that Defendant is financially responsible for notifying all Class Members about the defective nature of the Class Vehicles and their airbag systems;
- g. Any and all remedies provided pursuant to the VCPA, the implied warranty and Magnuson-Moss Warranty Act, and for committing fraudulent omission;
- h. An award to Plaintiff and Class Members of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;
- i. A declaration that Defendant must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, or make full restitution to Plaintiff and Class Members;
- j. An award of attorneys' fees and costs, as allowed by statute and/or other applicable law;
- k. An award of pre-judgment and post-judgment interest, as provided by law;
- l. Leave to amend the Complaint to conform to the evidence produced at trial; and,
- m. Such other relief as may be appropriate under the circumstances.

**X. DEMAND FOR JURY TRIAL**

101. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable as of right.

Dated: January 15, 2021



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